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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GREGORY INGALLS and TONY HONG,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

SPOTIFY USA, INC., a Delaware corporation;
and DOES 1 – 10, inclusive,

Defendants.

Case No. 3:16-cv-03533-WHA

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. VIOLATIONS OF CALIFORNIA’S
AUTOMATIC RENEWAL PURCHASE
LAW (BUSINESS AND PROFESSIONS
CODE §§ 17600-17604); AND
2. VIOLATIONS OF CALIFORNIA’S
UNFAIR COMPETITION LAW (BUSINESS
AND PROFESSIONS CODE §§ 17200-
17204).
3. DECLARATORY RELIEF: ARBITRATION
CLAUSE AND CLASS ACTION WAIVER
INVALID, INAPPLICABLE AND/OR
UNCONSCIONABLE

JURY TRIAL DEMANDED

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PLAINTIFF INGALLS and PLAINTIFF HONG (“Plaintiffs”), on behalf of themselves and all others similarly situated in the United States, file Plaintiffs’ First Amended Class Action Complaint (“Class Action Complaint”) against Defendant SPOTIFY USA, INC., a Delaware Corporation (“Spotify” or “Defendant”). Plaintiffs seek to pursue their claims individually and on a class basis. Plaintiffs allege based on personal knowledge as to certain matters regarding their own experiences and upon information and belief as to all other matters, as follows:

I. NATURE OF THE ACTION

1. Spotify is an international commercial music streaming service with more than 100 million active users worldwide and over 30 million paying subscribers worldwide.

2. During the Class Period,¹ Defendant made automatic renewal or continuous service offers (the “ARCSO Terms”) to consumers in California and throughout the United States.

3. Under the ARCSO Terms, Spotify offered consumers (“Consumers” or “Users”) an advertisement-free streaming experience through the purchase of a Premium Subscription Service (“PSS”). Those purchasing PSS through spotify.com do so either by choosing (1) a 30-day free trial followed by a paid subscription (“FPSS”), or (2) a paid subscription (“PPSS”). Under PPSS, Consumers may pay an initial, reduced fee of \$0.99 for three months, after which they are charged \$9.99 per month or otherwise are charged \$9.99 per month by Spotify from inception of the PPSS.

4. Spotify automatically charges the credit / debit card of Consumers utilizing FPSS at the end of the free trial period, while Consumers purchasing PPSS have their credit / debit cards billed at the inception of the subscription and then automatically re-billed at the end of their membership term and then monthly.

5. In offering these ARCSO Terms, Defendant failed to comply with California’s Automatic Purchase Renewal Law, Cal. Bus. & Prof. Code § 17600 *et seq.* (“APRL”), with respect to Plaintiffs and the Class prior to the completion of the initial order for PSS by (without limitation):

- a. failing to present the terms thereof in a clear and conspicuous manner before the purchase and/or in visual proximity to the request for consent to the offer

¹ The Class Period begins June 23, 2012.

(violating Cal. Bus. & Prof. Code § 17602(a)(1)); and/or

- b. charging Consumers' credit / debit cards, or third-party account (hereinafter "Payment Method") without first obtaining their affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms (violating Cal. Bus. & Prof. Code § 17602(a)(2)); and/or
- c. failing to provide an acknowledgment that included its ARCSO Terms in a manner capable of being retained by the Consumer.

6. Defendant's violations of California law are all the more troublesome given that Spotify's Terms and Conditions of Use as unilaterally revised by Defendant on or about September 9, 2015 ("2015 Terms"), attached hereto as Exhibit A, contain a California choice-of-law provision, as do prior versions of its Terms and Conditions of Use as attached in Exhibit B, including the Terms and Conditions of Use as unilaterally revised by Defendant on or about December 18, 2012 ("2012 Terms") and March 5, 2014 ("2014 Terms").

7. Plaintiffs bring this class action on behalf of themselves and those similarly situated (the "Class Members"), seeking declaratory relief, injunctive relief, equitable relief (including but not limited to restitution), damages, and reasonable attorneys' fees and costs under the APRL and California's Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq.*) ("UCL") to address Defendant's unlawful, unfair, and/or fraudulent practices with respect to PSS.

II. PARTIES

8. PLAINTIFF INGALLS is, and at all times relevant hereto was, an individual residing in Los Angeles, California. PLAINTIFF INGALLS purchased FPSS from Defendant in California on or about June 8, 2013. PLAINTIFF INGALLS was auto-renewed on July 8, 2013 in the amount of \$9.99 and subsequently on a monthly basis. PLAINTIFF INGALLS has standing to pursue this action pursuant to Bus. & Prof. Code § 17200, *et seq.* PLAINTIFF INGALLS, like the Class Members, is a consumer for purposes of Bus. & Prof. Code §§ 17600-17606. PLAINTIFF INGALLS suffered injury-in-fact because he lost money or property which constituted payment for FPSS.

9. PLAINTIFF HONG is, and at all times relevant hereto was, an individual residing in Lomita, California. PLAINTIFF HONG purchased PPSS from Defendant in California on or about

1 December 29, 2014 in the amount of \$0.99 for a three-month period. PLAINTIFF HONG was auto-
2 renewed on March 29, 2015 in the amount of \$9.99 and subsequently on a monthly basis. PLAINTIFF
3 HONG has standing to pursue this action pursuant to Bus. & Prof. Code § 17200, *et seq.* PLAINTIFF
4 HONG, like the Class Members, is a consumer for purposes of Bus. & Prof. Code §§ 17600-17606.
5 PLAINTIFF HONG suffered injury-in-fact because he lost money or property which constituted
6 payment for PPSS.

7 10. Defendant SPOTIFY USA, INC. is a corporation organized under the laws of Delaware,
8 with its principal place of business located at 45 West 18th Street, Floor 7, New York, NY 10011.
9 Spotify operates in California and has done business throughout California at all times during the Class
10 Period.

11 11. The true names and capacities, whether individuals, corporate, associate, their alter
12 egos, or otherwise sued herein as DOES 1 through 10 inclusive are presently unknown to Plaintiffs
13 who therefore sue these Defendants by fictitious names. Plaintiffs will seek leave of this Court to
14 amend the Complaint to show their true name and capacities, when same have been ascertained.
15 Plaintiffs are informed and believes and based thereon allege that DOES 1 through 10 were authorized
16 to do and did business in California. Plaintiffs are further informed and believe and based thereon
17 allege that DOES 1 through 10 were and/or are, in some manner or way, responsible for and liable to
18 Plaintiffs for the events, happenings, and damages hereinafter set forth below.

19 12. Plaintiffs are informed and believe and based thereon allege that at all times relevant
20 herein each of the Defendants was the agent, servant, employee, subsidiary, affiliate, partner, assignee,
21 successor-in-interest, alter ego, or other representative of each of the remaining Defendants and was
22 acting in such capacity in doing the things herein complained of and alleged.

23 **III. JURISDICTION AND VENUE**

24 13. This Court has jurisdiction over this action under the Class Action Fairness Act, 28
25 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum value of
26 \$5,000,000, exclusive of interests and costs, and this is a class action in which more than two-thirds of
27 the proposed plaintiff class, on the one hand, and Defendant, on the other, are citizens of different
28 states.

14. This Court has jurisdiction over Defendant because, among other things, Defendant has sufficient minimum contacts in California, or otherwise intentionally avails itself of the markets within California. At all relevant times, Defendant regularly and systematically transacted business within the State of California, and the wrongful conduct described herein reached California Consumers. Defendant derives substantial revenue from California residents. Also during the Class Period, Defendant has made, and continues to make, ARCSOs to California Consumers.

15. The Court further has jurisdiction over the parties and Class Members pursuant to the Terms and Conditions of Use drafted by Defendant, pursuant to which Spotify has agreed to the jurisdiction of this Court.

16. Venue is proper in this District under 28 U.S.C. § 1391(b)(3) because the Court has personal jurisdiction over Defendant, a substantial portion of the alleged wrongdoing occurred in this District and California, and Defendant has sufficient contacts with this District and California.

IV. CALIFORNIA'S AUTOMATIC PURCHASE RENEWAL LAW

17. Sections 17600-17606 of the Cal. Bus. & Prof. Code came into effect in December 2010, with the intent of ending “the practice of ongoing charging of consumer credit or debit cards or third party payment accounts without the consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service.” Cal. Bus. & Prof. Code § 17600.

18. Cal. Bus. & Prof. Code § 17601(d) defines a “consumer” as “any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.”

19. Cal. Bus. & Prof. Code § 17601(a) defines the term “Automatic Renewal” as a “plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.”

20. Cal. Bus. & Prof. Code § 17601(b) defines the term “Automatic renewal offer terms” as “the following clear and conspicuous disclosures: (1) That the subscription or purchasing agreement will continue until the consumer cancels. (2) The description of the cancelation policy that applies to the offer. (3) The recurring charges that will be charged to the consumer’s credit or debit card or payment account with a third party as part of the automatic renewal plan or arrangement, and that the

amount of the charge may change, if that is the case, and the amount to which the charge will change, if known. (4) The length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer. (5) The minimum purchase obligation, if any.”

21. Cal. Bus. & Prof. Code § 17601(e) defined “Continuous service” as “a plan or arrangement in which a subscription or purchasing agreement continues until the consumer cancels the service.”

22. Pursuant to Cal. Bus. & Prof. Code § 17601(c), “clear and conspicuous” or “clearly and conspicuously” means “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.”

23. Under the law, it is unlawful for any business making an automatic renewal or continuous service offer to a consumer to do any of the following:

- a. Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity . . . to the request for consent to the offer (Cal. Bus. & Prof. Code § 17602(a)(1));
- b. Charge the consumer’s credit or debit card or the consumer’s account with a third party for an automatic renewal or continuous service without first obtaining the consumer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms (Cal. Bus. & Prof. Code § 17602(a)(2)); and/or
- c. Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services (Cal. Bus. & Prof. Code § 17602(a)(3)).

24. Further, “[a] business making automatic renewal or continuous service offers shall provide a toll-free telephone number, electronic mail address, a postal address only when the seller directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the acknowledgment specified in [§ 17602(a)(3)].” Cal. Bus. & Prof. Code § 17602(b).

25. Further, “[i]n the case of a material change in the terms of the automatic renewal or continuous service offer that has been accepted by a consumer in this state, the business shall provide the consumer with a clear and conspicuous notice of the material change and provide information regarding how to cancel in a manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code § 17602(c).

26. The disclosures in §§ 17602(a)(1)-(2) and § 17602(b) must be made “prior to the completion of the initial order for the automatic renewal or continuous service,” while the disclosure in § 17602(a)(3) “may be fulfilled after completion of the initial order.” Cal. Bus. & Prof. Code § 17602(d). The requirement in § 17602(c) “shall be fulfilled prior to the implementation of the material change.”

V. FACTS

A. Defendant’s Failure to Properly Disclose the ARCSO Terms

27. Upon information and belief, and as Spotify has previously alleged generally, the images attached hereto as Exhibit C (a composite of certain exhibits from a prior action against Spotify) purport to reflect the webpages (or were substantially similar in all material aspects to previous and subsequent webpages) provided to Consumers, including Plaintiffs and the Class Members, signing up for PSS.

28. The webpages on which Consumers subscribed to PSS did not clearly and conspicuously reflect Spotify’s ARCSO Terms before any Consumers’ subscription or purchasing agreement was fulfilled and in visual proximity to the request for consent to Spotify’s offer.

29. None of the ARCSO Terms were presented “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to

1 the language.”

2 30. Spotify instead sought to minimize the visual presence of the ARCSO Terms through
3 the use of small font, shaded coloration on pages already containing multiple more prominent colors
4 reflecting total's due of \$0.00 or \$9.99 (or an introductory price), and/or the absence of symbols or
5 other marks to call attention to the ARCSO Terms.

6 31. Despite Spotify's purported reservation of the right to change the price of its PSS
7 subscriptions in, for example Section 15 of the 2015 Terms and Sections 12 and 13 of the 2012 and
8 2014 Terms, respectively, no mention of this reservation of rights was mentioned, much less clearly
9 and conspicuously presented, in the webpages presented to Consumers.

10 32. As part of the enrollment process for PSS, Spotify did not seek Consumers' consent to
11 the ARCSO Terms and instead requested Consumers to “Confirm Payment” or otherwise proceed
12 without seeking explicit consent to the ARCSO Terms. On information and belief, Spotify instead had
13 Consumers “Sign Up” to its webpage before allowing a Consumer to further explore free or premium
14 Spotify. Spotify made no mention of any ARCSO Terms on the Sign Up page and, on information and
15 belief, did not provide a hyperlink to its Terms and Conditions of Use near the “Sign Up” tab until late
16 2013.

17 33. As the owner and operator of its webpage, Spotify could have disclosed the ARCSOs in
18 a manner that clearly called attention to the language of the ARCSOs but chose not to do so.
19 Following Consumers' enrollment in a PSS, Spotify failed to provide an acknowledgment that
20 included its ARCSO Terms in a manner capable of being retained by the Consumer and, in the case of
21 FPSS Consumers, further failed to disclose in the acknowledgment how to cancel and allow the
22 Consumer to cancel before the Consumer payment for his or her PSS.

23 34. Spotify also charged the consumer's credit or debit card or the consumer's account with
24 a third party for an automatic renewal or continuous service without first obtaining the consumer's
25 affirmative consent to the agreement containing the automatic renewal offer terms or continuous
26 service offer terms

27 **B. Factual Allegations as to PLAINTIFF INGALLS**

28 35. On or about June 8, 2013, PLAINTIFF INGALLS visited the spotify.com website.

1 36. At that time, PLAINTIFF INGALLS joined FPSS.

2 37. Prior to the initial completion of PLAINTIFF INGALLS' order for FPSS, Spotify failed
3 to clearly and conspicuously disclose the ARCSO Terms to him in visual proximity to the request for
4 consent to the ARCSO Terms.

5 38. On or about June 8, 2013, Spotify sent PLAINTIFF INGALLS and acknowledgement, a
6 copy of which is attached as Exhibit D, which failed to include the ARCSO Terms in a manner capable
7 of being retained by the Consumer and further failed to disclose how to cancel and his right to cancel
8 before the due date of his first payment for PSS.

9 39. On July 8, 2013 and thereafter, Defendant subsequently charged the amount of
10 \$9.99/month to PLAINTIFF INGALLS' consumer credit or debit card with a third party for an
11 automatic renewal or continuous service without first obtaining PLAINTIFF INGALLS' affirmative
12 consent to the agreements containing the automatic renewal offer terms or continuous service offer
13 terms.

14 **C. Factual Allegations as to PLAINTIFF HONG**

15 40. On or about December 29, 2014, PLAINTIFF HONG visited the spotify.com website.

16 41. At that time, PLAINTIFF HONG joined PPSS, for an initial fee of \$0.99 for three
17 months of service.

18 42. Prior to the initial completion of PLAINTIFF HONG's order for PPSS, Spotify failed to
19 clearly and conspicuously disclose the ARCSO Terms to him in visual proximity to the request for
20 consent to the ARCSO Terms.

21 43. On or about December 29, 2014, Spotify sent PLAINTIFF HONG an
22 acknowledgement, a copy of which is attached as Exhibit E, which failed to include the ARCSO Terms
23 in a manner capable of being retained by the Consumer and further failed to disclose how to cancel and
24 his right to cancel before the due date of his first payment for PSS.

25 44. On March 15, 2015 and thereafter, Defendant subsequently charged the amount of
26 \$9.99/month to PLAINTIFF HONG'S consumer credit or debit card with a third party for an automatic
27 renewal or continuous service without first obtaining PLAINTIFF HONG'S affirmative consent to the
28 agreements containing the automatic renewal offer terms or continuous service offer terms.

VI. CLASS ACTION ALLEGATIONS

45. Plaintiffs bring this action on their own behalf and on behalf of all other persons similarly situated as following:

Class

All natural persons in the United States who, since June 23, 2012, purchased a Premium Subscription Service through spotify.com.

Subclass One

All natural persons in the Class who purchased a Premium Subscription Service through spotify.com in connection with a free trial period.

Subclass Two

All natural persons in the Class who purchased a Premium Subscription Service through spotify.com with no free trial period.

Collectively, the "Class." Plaintiffs reserve the right to amend these definitions.

46. Specifically excluded from the Class and Subclasses are: (a) all judges who preside over this case and their spouses; (b) all persons who elect to exclude themselves from the Class; (c) all persons who have previously executed and delivered to Defendant releases of all their claims for all of their Class claims; (d) all counsel for Plaintiffs; and (e) Defendant's employees, officers, directors, agents, and representatives and their family members.

47. The Class Members are so numerous that joinder of all members is impracticably, and the disposition of their claims in a class action will benefit the parties and the Court. At this time, Plaintiffs do not know the exact size of the Class. Based on information and belief, the Class is comprised of hundreds of thousands if not millions of members so as to render joinder of all Class Members impracticable. Defendant, however, has this information readily available, as Defendant has a record of every Class Member due to their enrollment in PSS. Thus Defendant has a record of every member of the class and contact information for every member of the class, thereby also confirming direct notice can be given to every Class Member.

48. Common questions of law and fact predominate over individual issues. There is a well-defined community of interest in the questions of law and fact affecting Members of the Class. The questions of law and fact common to the Classes predominate over questions affecting only individual

1 Class Members, and include, but are not limited to, the following:

- 2 a. Whether Defendant's PSS constitutes an automatic renewal and/or continuous
3 service plan or arrangement for the purposes of Cal. Bus. & Prof. Code § 17601;
- 4 b. Whether the information presented to Plaintiffs and Class Members by
5 Defendant prior to the initial order of PSS contained all the disclosures required
6 by Cal. Bus. & Prof. Code § 17601(b);
- 7 c. Whether the information regarding the PSS auto-renewal provided by Defendant
8 on its website and during the PSS purchasing process was provided in a "clear
9 and conspicuous manner" as defined by Cal. Bus. & Prof. Code § 17601(c);
- 10 d. Whether Defendant failed to present the automatic renewal offer terms, or
11 continuous service offer terms, in a clear and conspicuous manner before the
12 subscription or purchasing agreement was fulfilled and in visual proximity to the
13 request for consent to the offer, in violation of Cal. Bus. & Prof. Code §
14 17602(a)(1);
- 15 e. Whether Defendant charged Plaintiffs' and Class Members' Payment Methods
16 for an automatic renewal or continuous service without first obtaining the
17 Plaintiffs' and Class Members' affirmative consent to the automatic renewal
18 offer terms or continuous service offer terms, in violation of Cal. Bus. & Prof.
19 Code § 17602(a)(2);
- 20 f. Whether Defendant failed to provide Plaintiffs and Class Members with an
21 acknowledgment that included its ARCSO Terms in a manner capable of being
22 retained by the Consumer and/or failed to disclose in the acknowledgment how
23 to cancel and that the Consumer could cancel before the Consumer's payment
24 for his or her PSS, in violation of Cal. Bus. & Prof. Code § 17602(a)(3).
- 25 g. Whether Plaintiffs and Class Members are entitled to restitution in accordance
26 with Cal. Bus. & Prof. Code §§ 17200, 17203;
- 27 h. Whether Plaintiffs and Class Members are entitled to injunctive relief under Cal.
28 Bus. & Prof. Code § 17203;

- 1 i. Whether Plaintiffs and Class Members are entitled to declaratory relief that, due
2 to Defendant's initial failure to properly disclose to them that Defendant's Terms
3 and Condition of Use purport to allow Defendant to increase the monthly charge
4 to them, Defendant may not raise the price of PSS for enrollees without first
5 obtaining their affirmative consent in a manner to be approved by the Court;
- 6 j. Whether Plaintiff and Class Members are entitled to attorneys' fees and costs
7 under California Code of Civil Procedure § 1021.5.

8 49. Plaintiffs' claims are typical of the claims of Class Members. Plaintiffs and all members
9 of the Class have been subjected to Defendant's common course of unlawful conduct as complained of
10 herein, and were subjected to highly similar if not identical web pages for purposes of the material
11 issues reference herein while signing up on spotify.com.

12 50. Plaintiffs are adequate representatives of the Class because they fit within the class
13 definition and their interests do not conflict with the interests of the members of the Class they seek to
14 represent. Plaintiffs will prosecute this action vigorously for the benefit of the entire Class. Plaintiffs
15 are represented by experienced and able attorneys. Plaintiffs and class counsel can and will fairly and
16 adequately protect the interests of all the members of the Class.

17 51. A class action is the superior method for the fair and just adjudication of this
18 controversy. The expense and burden of individual suits makes it impossible and impracticable for
19 members of the proposed Class to prosecute their claims individuals.

20 52. The trial and litigation of Plaintiffs' and the proposed Class's claims are manageable.
21 Individual litigation of the legal and factual issues raised by Defendant's conduct would increase delay
22 and expense to all parties and the Court system.

23 53. Defendant has acted and refused to act on grounds generally applicable to the Class,
24 making appropriate final injunctive relief and declaratory relief with respect to the Class as a whole.

25 54. Unless a permanent injunction is issued, Defendant will continue to commit the
26 violations alleged herein, and the members of the proposed Class and the general public will continue
27 to be misled. Because of the small size of the individual Class members' claims, few, if any, will make
28 claims.

55. If necessary, notice of this action may be affected to the proposed class through publication, and for virtually all class members, direct notice may be achieved through contact information from customer lists, which, on information and belief, are maintained by Defendant.

VII. FIRST CAUSE OF ACTION

Conduct in Violation of California's Automatic Purchase Renewal Clause

Cal. Bus. & Prof. Code § 17600, *et seq.*

56. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 55 and 69 through 78, and incorporate the same as if set forth herein at length.

57. This cause of action is brought pursuant to Cal. Bus. & Prof. Code § 17600, *et seq.*, by Plaintiffs on behalf of the Class and Subclasses defined above.

58. Defendant's practice of automatically renewing Plaintiffs and the Class Members in its PSS program by charging their credit cards after a month constitutes an "automatic renewal" within the meaning of §17601(a) of the APRL.

59. Plaintiffs and Class Members are "consumers" within the meaning of the APRL.

60. **First Violation.** Defendant obtained Plaintiffs' agreement to its Terms and Conditions of Use at its initial "Sign Up" page on its website without disclosing, in a clear and conspicuous manner, the ARCSO Terms in visual proximity to the request for consent, violating §§ 17601(c) and 17602(a)(1).

61. **Second Violation.** Defendant failed to disclose Spotify's ARCSO Terms in a clear and conspicuous manner on the webpages where Consumers subscribed to PSS. None of the ARCSO Terms were presented "in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language" and/or were not provided in visual proximity to the request for consent to the offer, violating §§ 17601(c) and 17602(a)(1). Spotify instead sought to minimize the visual presence of the ARCSO Terms through the use of small font, shaded coloration on pages already containing multiple more prominent colors reflecting total's due of \$0.00, \$0.99, or \$9.99, and/or the absence of symbols or other marks to call attention to the ARCSO Terms.

62. **Third Violation.** Defendant failed to disclose its reservation of the right to change the price of its PSS subscriptions on the webpages where Consumers subscribed to PSS, much less in a clear and conspicuous manner and/or in visual proximity to the request for consent to the offer, violating §§ 17601(c) and 17602(a)(1).²

63. **Fourth Violation.** As part of the enrollment process for PSS, Spotify did not seek Consumers' consent to the ARCSO Terms and instead requested Consumers to "Confirm Payment" or otherwise proceed without seeking consent to the ARCSO Terms.

64. **Fifth Violation.** Following Consumers' enrollment in a PSS, Spotify failed to provide an acknowledgment that included its ARCSO Terms in a manner capable of being retained by the Consumer and, in the case of FPSS Consumers, further failed to disclose in the acknowledgment how to cancel and allow the Consumer to cancel before the Consumer payment for his or her PSS, violating § 17602(a)(3).

65. **Sixth Violation.** Defendant charged the Plaintiff's credit or debit card or the Consumer's account with a third party for an automatic renewal or continuous service without first obtaining the Consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms, violating § 17602(a)(2).

66. These violations occurred uniformly against both the Plaintiffs and all the Class Members.

67. As a result of Defendant's violations of Cal. Bus. & Prof. Code § 17600 *et seq.*, Defendant is subject under Cal. Bus. & Prof. Code § 17604 to all civil remedies that apply to a violation of Article 9, of Chapter 1, of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

68. Plaintiffs, on behalf of themselves and Class Members, request the relief as described herein and below.

VIII. SECOND CAUSE OF ACTION

Unlawful Conduct in Violation of California's Unfair Competition Law

Cal. Bus. & Prof. Code § 17200, *et seq.*

² Defendant's purported reservation of the right to change the price of its subscriptions is set forth in its Terms and Conditions of Use.

1 69. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 68, and
2 incorporate the same as if set forth herein at length.

3 70. This cause of action is brought pursuant to Cal. Bus. & Prof. Code § 17200 by Plaintiffs
4 on behalf of the Class defined above.

5 71. As described in Plaintiffs' First Cause of Action, Defendant's marketing and sale of its
6 PSS program violates the APRL, which constitutes an unlawful business practice.

7 72. Plaintiffs and the Class suffered a loss of money or property as a result of Defendant's
8 unlawful acts.

9 73. As a direct and proximate result of Defendant's unlawful and/or unfair business acts or
10 practices described herein, Defendant has received, and continues to hold, unlawfully obtained property
11 and money belonging to Plaintiffs and Class Members in the form of payments made for PSS by
12 Plaintiffs and Class Members. Defendant has profited from its unlawful and/or unfair business acts or
13 practices in the amount of those business expenses and interest accrued thereon.

14 74. Plaintiffs and similarly-situated Class Members are entitled to restitution pursuant to
15 Cal. Bus. & Prof. Code § 17203 for all monies paid by Class Members under the subscription
16 agreements from December 1, 2010, to the date of such restitution at rates specified by law. Defendant
17 should be required to disgorge all the profits and gains it has reaped and restore such profits and gains
18 to Plaintiff and Class Members, from whom they were unlawfully taken.

19 75. Plaintiffs and similarly situated Class Members are entitled to enforce all applicable
20 penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202, and to obtain injunctive relief pursuant
21 to Cal. Bus. & Prof. Code § 17203.

22 76. Specifically, Plaintiffs seek an injunction, on behalf of themselves and the Class
23 Members, that Defendant (a) cannot charge Plaintiffs and the Class Members any amount of fee for the
24 auto-renewal of their Subscriptions without first obtaining each such Users' affirmative consent in a
25 form and manner as approved by this Court; and (b) Defendant cannot raise the price of its PSS without
26 first obtaining a customer's affirmative consent in a form and manner as approved by the Court.

27 77. Plaintiffs have assumed the responsibility of enforcement of the laws and public policies
28 specified herein by suing on behalf of themselves and other similarly-situated Class Members.

1 Plaintiffs' success in this action will enforce important rights affecting the public interest. Plaintiffs
 2 will incur a financial burden in pursuing this action in the public interest. An award of reasonable
 3 attorneys' fees to Plaintiff is thus appropriate pursuant to California Code of Civil Procedure § 1021.5.

4 78. Plaintiffs, on behalf of themselves and Class Members, request the relief as described
 5 herein and below.

IX. THIRD CAUSE OF ACTION

Declaratory Relief – Arbitration Clause and Purported Class Action Waiver

Invalid, Inapplicable and/or Unconscionable

9 79. Plaintiffs repeat and reallege the allegations set forth above and incorporate the same as
 10 if set forth herein at length.

11 80. The Declaratory Judgment Act, 28 U.S.C. § 2201(a), provides that in “a case of actual
 12 controversy within its jurisdiction . . . any court of the United States . . . may declare the rights and
 13 other legal relations of any interested party seeking such declaration, whether or not further relief is or
 14 could be sought.” 28 U.S.C. § 2201(a).

15 81. As described above, this Court has jurisdiction over this matter, and therefore may
 16 declare the rights of Plaintiffs and the Class.

17 82. The Terms and Conditions of Use drafted by Defendant do not require that Plaintiffs
 18 arbitrate the causes of action set forth in this Class Action Complaint.

19 83. Plaintiffs, on behalf of themselves and Class Members, seek the following from the
 20 Court:

- 21 a. A declaration that Plaintiffs and Defendant have no valid arbitration agreement, and/or
 22 no valid arbitration agreement requiring the arbitration of Plaintiffs' claims, because
 23 they formed no such arbitration agreement;
- 24 b. A declaration that, if Plaintiff and Defendant entered an arbitration agreement, any such
 25 agreement is unconscionable and unenforceable such that it cannot and does not require
 26 Plaintiffs to arbitrate their claims or any portion thereof;
- 27 c. A declaration that, if Plaintiff and Defendant entered an arbitration agreement, it is
 28 inapplicable to Plaintiffs' requests for injunctive relief; and

- d. A declaration that Section 24.2 of Defendants' 2015 Terms does not bar Plaintiffs from maintaining this action as a class action in this court because it is unconscionable and unenforceable.

(1) No Delegation

84. Any questions regarding whether Plaintiffs' claims must be arbitrated are for the Court. Plaintiffs and/or Defendant did not clearly and unmistakably delegate such questions to an arbitrator and any alleged delegation clause cited by Spotify would be unconscionable.

85. The facts in support of this conclusion include, without limitation, the following:

- a. Defendant did not expressly delegate issues of arbitrability to an arbitrator or quote within any of its Terms and Conditions of Use any rule providing for such delegation;
- b. Section 18 of the 2012 Terms and Section 19 of the 2014 Terms each stated: "you and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California or New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements."
- c. Defendant did not attach the arbitration rules referenced in Section 18 to the 2012 Terms or Section 19 of 2014 Terms to such Terms and Conditions of Use;
- d. Section 24.1 of the 2015 Terms expressly provides that the Parties "agree to the jurisdiction of [this Court] to resolve any dispute, claim, or controversy that arises in connection with the Agreements (and any non-contractual disputes/claims arising out of or in connection with them) (In some cases, that jurisdiction will be "exclusive", meaning that no other countries' courts can preside over the matter; have jurisdiction; in other cases, the jurisdiction is "non-exclusive", meaning that other countries' courts may have jurisdiction as well.)" It further provides that, in the United States, jurisdiction is "exclusive" with reference to the "State and Federal Courts of San Francisco County, CA or New York, NY;"
- e. In contrast, Section 24.3 of the 2015 Terms states: "If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 24.3 is enforceable, the following mandatory arbitration provisions apply to you," and this is followed by

1 Sections 24.3.1 through 24.3.7. Thus, for purposes of any position by Defendant that
2 Consumers agreed to delegate issues of arbitrability to an arbitrator, it would require
3 Consumers to (1) undertake a legal analysis of whether Section 24.3 is “enforceable” in
4 their jurisdiction, which is a complex and complicated analysis, and (2) discern that,
5 even if so, then Defendant’s explicit specification of the courts in San Francisco,
6 California to “resolve any dispute, claim, or controversy that arises in connection with
7 these Agreements” somehow does not allow any such court to decide whether their
8 claims must be arbitrated; and (3) and then somehow glean such a delegation from
9 Section 24.3;

10 f. Defendant further muddled any such analysis with Section 24.3.3 of the 2015 Terms,
11 which states: “Either you or we may start arbitration proceedings. If you are located in,
12 are based in, have offices in, or do business in the United States, any arbitration between
13 you and Spotify will be finally settled under the Commercial Dispute Resolution
14 Procedures and the Supplementary Procedures for Consumer Related Disputes of the
15 American Arbitration Association (‘AAA’) then in force (the ‘AAA Rules’), as
16 modified by the Agreements.” Spotify did not attach the purported arbitration rules
17 referenced in Section 24.3.3 to the 2015 Terms and instead refers Consumers to the
18 AAA’s website and phone number. The AAA’s website, however, does not contain a set
19 of rules or procedures titled “Commercial Dispute Resolution Procedures” as Section
20 24.3.3 suggests to Consumers;

21 g. The AAA’s Supplementary Procedures for Consumer Related Disputes
22 (“Supplementary Procedures”) were “replaced” by the AAA’s Consumer Arbitration
23 Rules effective September 1, 2014 as stated in the preamble to the AAA’s Consumer
24 Arbitration Rules. In other words, Section 24.3.3 refers to Supplementary Procedures
25 which had been replaced one year earlier; and

26 h. Notwithstanding that the Supplementary Procedures are no longer in effect, a Consumer
27 searching for such procedures by name on the AAA’s site is directed to such procedures
28 in a PDF format. Nothing within the PDF that the AAA currently provides of the

replaced Supplementary Procedures indicates that the Supplementary Procedures have been replaced by the Consumer Arbitration Rules. The Supplementary Procedures make no reference to the delegation of issues of arbitrability to an arbitrator and likewise refer to the “Commercial Dispute Resolution Procedures” of which there are no rules or procedures on the AAA’s website with such a name.

(2) No Valid Agreement Requiring Arbitration

86. Section 18 of the 2012 Terms and Section 19 of the 2014 Terms each stated: “you and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California or New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements.”

87. The next paragraph of such Sections stated, “If you are a United States user, the following mandatory arbitration provisions also apply to you: i. [1. in the 2014 Terms] You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration.”

88. Thus, Sections 18 of the 2012 Terms and Section 19 of the 2014 Terms refer to the “exclusive jurisdiction” of the court to “resolve any claim, dispute or controversy” that arises in connection with these Agreement,” which covers Plaintiffs’ claims; and (2) employ similar language to suggest that any such any such “dispute, claim or controversy” is to be “determined by mandatory arbitration.” These conflicting terms cannot be harmonized. Plaintiffs and Spotify did not enter a valid agreement to arbitrate or requiring arbitration.

89. Alternatively, to extent there was an agreement on arbitration, it gave Plaintiffs the right to elect between invoking the “exclusive jurisdiction” of this court and commencing “mandatory arbitration.”

90. Section 2 of Defendant’s 2012 and 2014 Terms each stated: “we may, in our discretion, make changes to the Spotify Service and Agreements. When we make changes to the Agreements that we consider material, we’ll notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.” This clause is unconscionable.

1 91. Section 24.1 of the 2015 Terms expressly provides that the Parties “agree to the
2 jurisdiction of [this Court] to resolve any dispute, claim, or controversy that arises in connection with
3 the Agreements (and any non-contractual disputes/claims arising out of or in connection with them) (In
4 some cases, that jurisdiction will be “exclusive”, meaning that no other countries’ courts can preside
5 over the matter; have jurisdiction; in other cases, the jurisdiction is “non-exclusive”, meaning that other
6 countries’ courts may have jurisdiction as well.)” It further provides that, in the United States,
7 jurisdiction is “exclusive” with reference to the “State and Federal Courts of San Francisco County, CA
8 or New York, NY.

9 92. As noted, Section 24.3 of the 2015 Terms states: “If you are located in, are based in,
10 have offices in, or do business in a jurisdiction in which this Section 24.3 is enforceable, the following
11 mandatory arbitration provisions apply to you,” and this is followed by Sections 24.3.1 through
12 24.3.7. This section is too indefinite to be enforceable as a contract term against Consumers, and is
13 otherwise invalid. Whether Section 24.3 is enforceable presents complex and complicated issues.
14 Only a court may determine whether Section 24.3 is enforceable, and this issue cannot be determined
15 by Consumers *ex ante* when they become PSS subscribers. Defendant and Consumers by definition
16 cannot and could not reach a meeting of the minds on whether Section 24.3 is enforceable. At a
17 minimum, Section 24.3 presents ambiguities regarding whether it “applies” to Consumers that must be
18 construed against Defendant as the drafter of the section.

19 93. Section 24.3.1 of the 2015 Terms provides: “You and Spotify agree that any dispute,
20 claim, or controversy between you and Spotify arising in connection with or relating in any way to
21 these Agreements or to your relationship with Spotify as a user of the Service (whether based in
22 contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise
23 during or after the termination of the Agreements) will be determined by mandatory binding
24 individual arbitration.”

25 94. Defendant cannot establish a valid agreement to arbitrate through a unilateral revision to
26 its 2012 and 2014 Terms.

27 95. Alternatively, for purposes of determining whether there is valid agreement requiring
28 arbitration of Plaintiffs’ claims, under the three provisions above from the 2015 Terms there is no valid

1 agreement to arbitrate between Plaintiffs and Spotify.

2 96. Alternatively, to extent there was an agreement on arbitration, it allowed Plaintiffs to
3 elect between invoking the “exclusive jurisdiction” of this Court and commencing an arbitration.

4 97. Alternatively, Section 24.3 of the 2015 Terms contains a condition precedent and
5 applies only if “this Section 24.3 is enforceable.” Thus, Section 24.3 does not apply if any portion of
6 Section 24.3 is unenforceable and, as shown below, portions of Section 24.3 are unconscionable.
7 Section 24.3 is not saved by Section 21 of the 2015 Terms. A severability clause, Section 21 provides
8 that in the event a term is unenforceable “the remaining provisions” of the Terms and Conditions of
9 Use shall be enforced to the extent permitted by law. This savings clause, however, is limited by the
10 opening phrase of Section 21, which states “[u]nless as otherwise stated in the Agreements [which
11 include the 2015 Terms].” As noted, Section 24.3 states otherwise given that it expressly conditions the
12 applicability of Section 24.3 on whether “this Section 24.3 is enforceable.”

13 98. Alternatively, assuming for the sake of argument only that there is a valid agreement
14 requiring Plaintiffs to arbitrate their claims or any portion thereof, the following items in Sections 3
15 and 4 below are pled in the alternative and demonstrate that any such agreement is unconscionable,
16 unenforceable and/or inapplicable to Plaintiffs’ claims.

17 (3) Unconscionable and Unenforceable

18 99. Sections 18(i)-(iv) of the 2012 Terms, Sections 19(1)-(4) of the 2014 Terms and Section
19 24.3 of the 2015 Terms were and are procedurally and substantively unconscionable and unenforceable
20 for multiple reasons, including but not limited to the following reasons:

- 21 a. Defendant is a large, sophisticated corporation. As noted, its Terms and Conditions of
22 Use purport to invoke the AAA’s Supplementary Procedures. As noted in the
23 Supplementary Procedures, the AAA “applies the Supplementary Procedures for
24 Consumer-Related Disputes to arbitration clauses in agreements between individual
25 consumers and businesses where the business has a standardized, systematic application
26 of arbitration clauses with Users and where the terms and conditions of the purchase of
27 standardized, consumable goods or services are non-negotiable or primarily non-
28 negotiable in most or all of its terms, conditions, features, or choices.” In seeking to

1 invoke such procedures, Defendant acknowledges that the Terms and Conditions of Use
2 were non-negotiable;

3 b. Defendant drafted the purported arbitration terms in complex legalese and such terms
4 possess a Flesch Readability Ease score roughly the equivalent of, or worse than in
5 terms of greater complexity, the score commonly ascribed to Harvard Law Review;

6 c. Sections 18 of the 2012 Terms and Section 19 of the 2014 Terms refer to the “exclusive
7 jurisdiction” of the court to “resolve any claim, dispute or controversy” that arises in
8 connection with these Agreement,” which covers Plaintiffs’ claims; and (2) employ
9 similar language to suggest that any such any such “dispute, claim or controversy” is to
10 be “determined by mandatory arbitration. This conflict invites surprise relative to any
11 claim by Defendant that the second clause somehow trumps the first clause providing
12 for the “exclusive jurisdiction” of this Court;

13 d. Defendant did not attach the arbitration rules referenced in Sections 18 and 19 of the
14 2012 or 2014 Terms to such Terms;

15 e. Defendant buried Sections 18 and 19 in the end of the 2012 and 2014 Terms, and if a
16 Consumer were to use the table of contents in such Terms and access those sections, the
17 first thing a consumer would read was the paragraph referencing the “exclusive
18 jurisdiction” of this Court;

19 f. Section 18(iv) of the 2012 Terms, Section 19(4) of the 2014 Terms and Section 24.3.4
20 of the 2015 Terms all imposed a purported one-year statute of limitations period on
21 claims asserted in arbitration, without imposing a similar temporal reduction for the
22 statute of limitations on claims Spotify might bring outside of arbitration, reflecting
23 Spotify’s intent to limit the protections to Consumers for purposes of the claims such as
24 those asserted in this Complaint and to undermine the statutes cited herein;

25 g. Section 18(ii) of the 2012 Terms, Section 19(2) of the 2014 Terms and Section 24.3.2(4)
26 of the 2015 Terms carve out from the alleged mandatory arbitration “intellectual
27 property infringement claims.” Such claims are more likely to be asserted by Defendant
28 as opposed to any PSS subscriber.

- 1 h. Section 2 of Defendant’s 2012 and 2014 Terms each stated: “we may, in our discretion,
2 make changes to the Spotify Service and Agreements. When we make changes to the
3 Agreements that we consider material, we’ll notify you through the Service. By
4 continuing to use the Service after those changes are made, you are expressing and
5 acknowledging your acceptance of the changes.” This clause is unconscionable as
6 illustrated by the additional unconscionable unilateral revisions Defendant made to the
7 2015 Terms on or about September 19, 2015;
- 8 i. For example, Section 24.3 of the 2015 require Users to understand whether “this Section
9 24.3 is enforceable” in order to understand whether they may have agreed to arbitration.
10 Whether Section 24.3 is enforceable presents complex and complicated issues. Only a
11 court may determine whether Section 24.3 is enforceable. This issue cannot be
12 determined by Consumers *ex ante* when they become PSS subscribers, resulting in
13 unconscionable surprise if it is read to require arbitration. In contrast, Section 24.1
14 clearly states that Defendant agrees to the jurisdiction of this Court “to resolve any
15 dispute, claim, or controversy that arises in connection with the Agreements (and any
16 non-contractual disputes/claims arising out of or in connection with them);”
- 17 j. Defendant added language in the 2015 Terms in Section 24.3.6 purporting to allow
18 Defendant to unilaterally modify the terms of Section 24.3. The requirements for Users
19 to object to changes made by Defendant to Section 24.3 are more onerous in
20 comparison to changes in other terms of the 2015 Terms. Section 24.3.6 requires Users
21 to send “written notice within 30 days of the change to Spotify’s address for Notice” in
22 order to allegedly avoid being bound by Spotify’s unilateral changes to Section 24.3.
23 Defendant’s “address for Notice” requires the use of non-electronic submission such as
24 mail yet the same clause contemplates Defendant sending “Notice” to Users by
25 electronic mail.
- 26 k. In Sections 18(ii) and 19(2) of the 2012 and 2014 Terms, respectively, Defendant
27 excluded from arbitration any claims related to allegations of theft, piracy or the
28 unauthorized use of Spotify. In *Bleak v. Spotify USA, Inc.*, Case No. 3:13-cv-05653, in

the United States District Court for the Northern District of California, a Consumer filed a lawsuit and asserted that her claim (which included a putative class action) fell within this exception. Spotify subsequently amended Section 19 to remove this exception from the current listing of exceptions to arbitration under Section 24.3 found in Section 24.3.2 of the 2015 Terms.

1. Defendant also added unconscionable Section 24.3.5 to the 2015 Terms which contains prohibitions on Plaintiffs against the making of “any public announcement or public comment or originat[ing] any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator;” and

m. Defendant referenced the AAA’s non-existent “Commercial Dispute Resolution Procedures” in Section 24.3.1 of the 2015 Terms and the replaced Supplement Procedures.

100. These defects are indicative of an unlawful effort to impose arbitration on Consumers not as an alternative to litigation, but as an inferior forum that works to Defendant's advantage. The circumstance under which the clause is presented to Consumers is unfair and oppressive, devoid of any actual negotiation, and designed to take advantage of the unequal bargaining power between Consumers and Defendant. These unconscionable aspects render Section 24.3 wholly unenforceable.

(4) Section 24.3 Does Not Apply – Injunctive Relief

101. Section 24.3.2 of the 2015 Terms drafted by Defendant states that “nothing herein will be deemed to waive, preclude or otherwise limit” the right of any User or Defendant to “(3) seek injunctive relief in a court of law.”

102. Plaintiffs are seeking, among other things, injunctive relief in this case. Section 24.3.2 expressly allows for Plaintiffs to seek such relief from this Court.

103. Defendant has waived any argument that Plaintiffs’ claims seeking injunctive relief must be arbitrated.

(5) Section 24.2 Does Not Apply – Class Action Waiver

104. Section 18 of the 2012 Terms and Section 19 of the 2014 Terms stated: “If you are a

United States user, the following mandatory arbitration provisions also apply to you: . . . iii. [3. in the 2014 Terms] YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief. "

105. Nothing in Section 18 or Section 19 purported to serve as a class-action waiver for claims asserted in court.

106. In Section 24.2 of the 2015 Terms, Defendant unilaterally revised its Terms and Conditions of Use to purportedly expand the scope of its alleged class action waiver to apply to claims asserted in court in as follows: "24.2 CLASS ACTION WAIVER . . . WHERE PERMITTED UNDER THE APPLICABLE LAW, 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."

107. Defendant cannot bind Plaintiffs to a class action waiver applicable to claims filed in a court based on Defendant's above-referenced unilateral revision to the purported class action waiver in its 2012 and 2014 Terms.

108. Alternatively, the Federal Arbitration Act does not preempt California law on whether an alleged class action waiver which purportedly applies to claims in court is unconscionable.

109. Section 24.2—which does not provide an opt-out mechanism—wrongfully limits Plaintiffs' right to recover in consolidated litigation against Defendant where individual litigation would be impracticable, overly burdensome, and judicially inefficient. The clause thus has a chilling effect on consumer litigation against Defendant that effectively insulates Defendant from liability. The

1 circumstances under which Section 24.2 was presented was unfair and oppressive, devoid of any actual
 2 negotiation, and designed to take advantage of the unequal bargaining power between Consumers and
 3 Defendant. These unconscionable aspects render Section 24.2 wholly unenforceable under California
 4 law.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs, on behalf of themselves and on behalf of the Members of the Class
 7 defined herein, pray for judgment and relief on all Counts of the Complaint, and requests the
 8 following relief:

9 A. An order certifying that the action may be maintained as a class action;

10 B. A declaration that the Defendant has violated Cal. Bus. & Prof. Code §§ 17200 and
 11 17600;

12 C. A declaration and order enjoining Defendant from pursuing and/or continuing the
 13 unlawful conduct complained of herein, including that (1) Defendant cannot charge Plaintiffs and the
 14 Class Members any amount of fee for the auto-renewal of their PSS without first obtaining each such
 15 Users' affirmative consent in a form and manner approved by this Court; and (2) Defendant cannot
 16 raise the price of its PSS without first obtaining a customer's affirmative consent in a form and
 17 manner approved by this Court;

18 D. An order requiring Defendant to pay restitution to Plaintiffs and all Members of the
 19 Class;

20 E. Pursuant to 28 U.S.C. § 2201(a), a judicial determination of the respective rights and
 21 duties of Plaintiff and Defendant with respect to the following:

22 a. A declaration that Plaintiffs and Defendant have no valid arbitration agreement, and/or
 23 no valid arbitration agreement requiring the arbitration of Plaintiffs' claims, because
 24 they formed no such arbitration agreement;

25 b. A declaration that, if Plaintiff and Defendant entered an arbitration agreement, any such
 26 agreement is unconscionable and unenforceable such that it cannot and does not require
 27 Plaintiffs to arbitrate their claims or any portion thereof;

28 c. A declaration that, if Plaintiff and Defendant entered an arbitration agreement, it is

1 inapplicable to Plaintiffs' requests for injunctive relief; and

2 d. Provided that the Court determines that Plaintiffs may pursue their claims, in whole or
3 in part, in this Court, a declaration that Section 24.2 of Defendants' 2015 Terms does
4 not bar Plaintiffs from maintaining this action as a class action in this Court because it is
5 unconscionable and unenforceable.

6 F. For pre-judgment interest from the date of filing this suit;

7 G. An award of reasonable attorneys' fees and costs pursuant to California Code of Civil
8 Procedure § 1021.5, and/or other applicable law; and

9 H. That the Court award such other and further relief as this Court may deem appropriate.

10
11 Dated: July 21, 2016

MILSTEIN ADELMAN JACKSON
FAIRCHILD & WADE, LLP

12
13 By: /s/ Gillian L. Wade

14 Gillian L. Wade
15 One of the Attorneys for Plaintiffs

16 Derek J. Meyer
17 LEONARDMEYER LLP
18 One of the Attorneys for Plaintiffs
19
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21
22
23
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25
26
27
28

JURY TRIAL DEMANDED

Plaintiffs demand a jury trial on all triable issues.

Dated: July 21, 2016

MILSTEIN ADELMAN JACKSON
FAIRCHILD & WADE, LLP

By: /s/ Gillian L. Wade

Gillian L. Wade
One of the Attorneys for Plaintiffs

Derek J. Meyer
LEONARDMEYER LLP
One of the Attorneys for Plaintiffs

Exhibit A

[Legal](#)[Terms and Conditions of Use](#)[Copyright Policy](#)[Privacy Policy](#)

Spotify Terms and Conditions of Use

Effective as of September 9, 2015

- 1 [Introduction](#)
- 2 [Changes to the Agreements](#)
- 3 [Enjoying Spotify](#)
- 4 [Rights we grant you](#)
- 5 [Third Party Applications](#)
- 6 [User-Generated Content](#)
- 7 [Rights you grant us](#)
- 8 [User guidelines](#)
- 9 [Infringement and reporting User Content](#)
- 10 [Service limitations and modifications](#)
- 11 [Brand Accounts](#)
- 12 [Spotify Support Community](#)
- 13 [Customer support](#)
- 14 [Export control](#)
- 15 [Payments, cancellations, and cooling off](#)
- 16 [Term and termination](#)
- 17 [Warranty and disclaimer](#)
- 18 [Limitation](#)
- 19 [Third party rights](#)
- 20 [Entire agreement](#)
- 21 [Severability and waiver](#)
- 22 [Assignment](#)
- 23 [Indemnification](#)
- 24 [Choice of law, mandatory arbitration and venue](#)
- 25 [Contact us](#)

Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our [Privacy Policy](#) and other terms referenced in this document

1 Introduction

Thanks for choosing Spotify (“Spotify”, “we”, “us”, “our”). By signing up or otherwise using the Spotify service, websites, and software applications (together, the “Spotify Service” or “Service”), or accessing any content or material that is made available by Spotify through the Service (the “Content”) you are entering into a binding contract with the Spotify entity indicated at the bottom of this document. The Spotify Service also includes the Spotify Support Community as further described in the [Spotify Support Community](#) section.

The Spotify Service includes [social and interactive features](#). Use of the Spotify Service relies on several [technical requirements](#).

Your agreement with us includes these Terms and Conditions of Use (“Terms”) and our [Privacy Policy](#). (The Terms, Privacy Policy, and any additional terms that you agree to, as discussed in the [Entire Agreement](#) section, are referred to together as the “Agreements”.) If you wish to review the terms of the Agreements, the effective version of the Agreements can be found on Spotify’s website. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, then you may not use the Spotify Service or consume any Content.

Please read the Agreements carefully. They cover important information about Spotify Services provided to you and any charges, taxes, and fees we bill you. **The Agreements include information about [future changes to the Agreements](#), [export controls](#), [automatic renewals](#), [limitations of liability](#), [privacy information](#), [a class action waiver](#), and [resolution of disputes by arbitration](#) instead of in court.**

Any information that you provided during sign-up can be corrected during the sign-up process by returning to the previous screens and correcting erroneous information.

In order to use the Spotify Service and access the Content, you need to (1) be 18 or older, or be 13 or older and have your parent or guardian’s consent to the Agreements (except as set forth in the chart below), (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) be resident in a country where the Service is available. You also 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.

If you are a resident of one of the following countries, reference this chart for your country-specific age restrictions:

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Country	Age Requirements
Chile, Ecuador, Paraguay, Peru	Must be 18 or older, or be 15 or older and have parent or guardian consent.
Brazil	Must be 18 or older, or be 16 or older and have parent or guardian consent.
Nicaragua, Taiwan	Must be 20 or older, or be 13 or older and have parent or guardian consent.
Bulgaria, Hungary, Germany	Must be 18 or older, or be 14 or older and have parent or guardian consent.
Italy	Must be 13 or older to use Free Service. To register for a Paid Subscription, you must be 18 or older, or be 13 or older and have parent or guardian consent (your parents/guardians will enter into contract on behalf of you).
Malaysia	Must be 18 or older, or if 13 to 18, parent or guardian consent is required, and guardian enters into agreement.
Lithuania	Must be 13 or older to use Service. For Paid Subscriptions, you must be 18 or older, or be 14 or older with parent or guardian consent. If you are 13 to 18, guardian enters into agreement.
Canada	Must be 13 or older to use Service. For Paid Subscriptions, you must be age of majority in your province or territory of residence, or 13 or older with parent or guardian consent.
Spain	Must be 14 or older to use Free Service. To register for a Paid Subscription, you must be 18 or older, or be 14 or older and have parent or guardian consent (your parents/guardians will enter into contract on behalf of you).

2 Changes to the Agreements

Occasionally we may, in our discretion, make changes to the Agreements. When we make material changes to the Agreements, we'll provide you with prominent notice as appropriate under the

In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate the Agreements by contacting us through the [Customer Service contact form](#).

3 Enjoying Spotify

Here's some information about all the ways you can enjoy Spotify.

3.1 Our Services & Paid Subscriptions

Spotify provides streaming services offering a selection of music and other content. Certain Spotify services are provided to you free-of-charge. Other Spotify services require payment before you can access them. The Spotify services that may be accessed after payment are currently referred to as the "Premium Service" and the "Unlimited Service" (together, the "Paid Subscriptions"). The Spotify service that does not require payment is currently referred to as the "Free Service". You can learn more about our services by visiting [our website](#).

The Unlimited Service may not be available to all users. We will explain which services are available to you when you are signing up for the services. If you cancel your subscription to the Unlimited Service, or if your subscription to the Unlimited Service is interrupted (for example, if you change your payment details), you may not be able to re-subscribe for the Unlimited Service. Note that the Unlimited Service may be discontinued in the future, in which case you will no longer be charged for the Service.

If you reside in Turkey, your access to the Free Service may be limited to a fixed amount of listening hours per month.

3.2 Codes and other pre-paid offers

If you have purchased or received a code, gift card, pre-paid offer or other offer provided or sold by or on behalf of Spotify for access to a Paid Subscription ("Code"), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions.

3.3 Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a "Trial"). Spotify reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to

modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law. [Case 3:16-cv-03533-WHA Document 17-1 Filed 07/21/16 Page 6 of 24](#)

For some Trials, we'll require you to provide your payment details to start the Trial. AT THE END OF SUCH TRIALS, WE MAY AUTOMATICALLY START TO CHARGE YOU FOR THE APPLICABLE PAID SUBSCRIPTION ON THE FIRST DAY FOLLOWING THE END OF THE TRIAL, ON A RECURRING MONTHLY BASIS. BY PROVIDING YOUR PAYMENT DETAILS IN CONJUNCTION WITH THE TRIAL, YOU AGREE TO THIS CHARGE USING SUCH PAYMENT DETAILS. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR SPOTIFY ACCOUNT'S SUBSCRIPTION PAGE OR TERMINATE YOUR SPOTIFY ACCOUNT BEFORE THE END OF THE TRIAL. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR SPOTIFY ACCOUNT'S SUBSCRIPTION PAGE OR TERMINATE YOUR SPOTIFY ACCOUNT BEFORE THE END OF THE RECURRING MONTHLY PERIOD. PAID SUBSCRIPTIONS CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, SPOTIFY WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID. THE [LIMITATION](#) SECTION SETS FORTH ADDITIONAL TERMS REGARDING CANCELLATION OF YOUR PAID SUBSCRIPTION.

4 Rights we grant you

The Spotify Service and the Content are the property of Spotify or Spotify's licensors. We grant you a limited, non-exclusive, revocable licence to make use of the Spotify Service, and a limited, non-exclusive, revocable licence to make personal, non-commercial, entertainment use of the Content (the "Licence"). This Licence shall remain in effect until and unless terminated by you or Spotify. You promise and agree that you are using the Content for your own personal, non-commercial, entertainment use and that you will not redistribute or transfer the Spotify Service or the Content.

The Spotify software applications and the Content are licensed, not sold, to you, and Spotify and its licensors retain ownership of all copies of the Spotify software applications and Content even after installation on your personal computers, mobile handsets, tablets, and/or other relevant devices ("Devices").

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.

You agree to abide by our [User guidelines](#) and not to use the Spotify 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 these Agreements, Spotify grants no right, title, or interest to you in the Spotify Service or Content.

Third party software (for example, open source software libraries) included in the Spotify Service are licensed to you either under the Agreements or under the relevant third party software library's licence terms as published in the help or settings section of our desktop and mobile client and/or on our website.

5 Third Party Applications

The Spotify Service is integrated with third party applications, websites, and services ("Third Party Applications") to make available content, products, and/or services to you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Spotify does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

6 User-Generated Content

Spotify users may post, upload, and/or contribute ("post") content to the Service (which may include, for example, pictures, text, messages, information, playlist compilations, and/or other types of content) ("User Content"). For the avoidance of doubt, "User Content" includes any such content posted to the Spotify Support Community as well as any other part of the Spotify Service.

You promise that, with respect to any User Content you post on Spotify, (1) you have the right to post such User Content, and (2) such 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 User Content by Spotify or any artist, band, label, entity or individual without express written consent from such individual or entity.

Spotify may, but has no obligation to, monitor, review, or edit User Content. In all cases, Spotify reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Spotify's sole discretion, violates the Agreements. Spotify may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

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You are solely responsible for all User Content that you post. Spotify is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST SPOTIFY RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD SPOTIFY HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

7 Rights you grant us

In consideration for the rights granted to you under the Agreements, you grant us the right (1) to allow the Spotify Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same. In any part of the Spotify Service, the Content you view, including its selection and placement, may be influenced by commercial considerations, including agreements with third parties. Some Content licensed or provided to Spotify (e.g. podcasts) may contain advertising as part of the Content. In such cases, Spotify will make such Content available to you unmodified.

If you provide feedback, ideas or suggestions to Spotify in connection with the Spotify Service or Content (“Feedback”), you acknowledge that the Feedback is not confidential and you authorize Spotify to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide licence to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive any “moral rights” (or the equivalent under applicable law) such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

8 User guidelines

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. Please follow these rules and encourage other users to do the same.

The following is not permitted for any reason whatsoever:

- copying, redistributing, reproducing, “ripping”, recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of the Spotify Service or the Content, or otherwise making any use of the Spotify 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 Service or the Content or any part of it;
- using the Spotify Service to import or copy any local files you do not have the legal right to import or copy in this way;
- transferring copies of cached Content from an authorized Device to any other Device via any means;
- reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the Spotify Service, Content or any part thereof unless permitted by applicable law;
- circumventing any technology used by Spotify, its licensors, or any third party to protect the Content or the Service;
- selling, renting, sublicensing or leasing of any part of the Spotify Service or the Content;
- circumventing any territorial restrictions applied by Spotify or its licensors;
- artificially increasing play count or otherwise manipulating the Services by using a script or other automated process;
- removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the Spotify Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content);
- providing your password to any other person or using any other person’s username and password;
- “crawling” the Spotify Service or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from Spotify; or
- selling a user account or playlist, or otherwise accepting any compensation, financial or otherwise, to influence the name of an account or playlist or the content included on an account or playlist.

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

- is offensive, abusive, defamatory, pornographic, threatening, or obscene;

- 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;
- 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;
- includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;
- is intended to or does harass or bully other users;
- impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
- uses automated means to artificially promote content;
- involves the transmission of unsolicited mass mailings or other forms of spam ("spam"), junk mail, chain letters, or similar, including through the Spotify inbox;
- involves commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by Spotify;
- links to, references, or otherwise promotes commercial products or services, except as expressly authorized by Spotify;
- interferes with or in any way disrupts the Spotify 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
- conflicts with the Agreements, as determined by Spotify.

You acknowledge and agree that posting any such User Content may result in immediate termination or suspension of your Spotify account. You also agree that Spotify may also reclaim your username for any reason.

Please be thoughtful about how you use the Spotify Service and what you share. The Spotify Service includes social and interactive features, including the ability to post User Content, share 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, so please use Spotify carefully and be mindful of your account settings. Spotify has no responsibility for your choices to post material on the Service.

Your password protects your user 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.

9 Infringement and reporting User Content

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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](#). If Spotify is notified by a copyright holder that any Content infringes a copyright, 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](#).

10 Service limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Spotify reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Spotify Service, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Spotify Service or any function or feature thereof. Notwithstanding the foregoing, if you have prepaid fees for Paid Subscriptions that Spotify permanently discontinues prior to the end of the Pre-Paid Period (defined in the [Payments, cancellations, and cooling off](#) section), Spotify will refund you the prepaid fees for the Pre-Paid Period after such discontinuation. 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.

11 Brand Accounts

If you establish a Spotify account on behalf of a company, organization, entity, or brand (a “Brand”, and such account a “Brand Account”), the terms “you” and “your”, as used throughout the Agreements, apply to both you and the Brand, as applicable.

If you open a Brand Account, you represent and warrant that you are authorized to grant all permissions and licences provided in the Agreements and to bind the Brand to the Agreements.

11.1 Following

The Brand may only follow users who first follow the Brand; and the Brand may not take any action

that implies an endorsement or relationship between the Brand and the followed user, unless the Brand has independently obtained the rights to imply such an endorsement. Upon Spotify's request, in its sole discretion, a Brand must cease following a user.

11.2 Listening

The Brand may not stream media.

11.3 Messaging

The Brand may only send messages to users who first send messages to the Brand.

11.4 Brand Playlists and Sharing

The Brand may not create or share any Spotify playlists, whether within the Spotify Service or elsewhere, that imply an endorsement or relationship between the Brand and any artist or any other party, unless the Brand has independently obtained the rights to imply such an endorsement. Brands may wish to consult Spotify's [Brand Playlist Guidelines](#).

12 Spotify Support Community

The Spotify Support Community is a place for discussions and exchange of information, tips, and other materials related to the Spotify Service. In order to use the Spotify Support Community, you must (1) have an existing Spotify account; and (2) authenticate your Spotify account for use on the Support Community (a "Spotify Support Account"). Instructions for creating a Spotify Support Account can be found on the Community registration page. In addition to the Agreements, you also agree to adhere to the Spotify [Support Community Guidelines](#) that you will be presented with upon registration (the "Support Community Guidelines") when using the Spotify Support Community. If you do not agree to the Agreements or the Support Community Guidelines, you may not use the Spotify Support Community.

12.1 Spotify Support Accounts

By creating a Spotify Support Account, you confirm that any registration information that you submit to Spotify is true, accurate, and complete and that you will update such information in order to keep it current. It is strictly prohibited to include information in your profile that suggests that you are a Spotify employee or moderator or to otherwise pose as such an employee or moderator when using the Spotify Support Community. You also acknowledge and agree that Spotify may remove or reclaim your username at any time if Spotify in its absolute discretion considers such action appropriate.

12.2 No official support

No User Content or other content posted by Spotify employees, moderators and/or representatives

on the Spotify Support Community should be construed as official support provided by Spotify. For details regarding official support, see the section [Customer Support](#). Any content provided or made available to you on the Spotify Support Community by Spotify employees, moderators, and/or representatives is provided on an “as is” basis without warranties of any kind.

You acknowledge that opinions expressed in User Content on the Spotify Support Community are those of contributors of such User Content only and do not reflect the opinions or policies of Spotify or any of its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, suppliers, or licensors.

12.3 Reward Program

The Spotify Support Community features a reward system whereby Spotify, in its sole discretion, may reward users based on the amount of “Kudos” received or quality of responses by a user. You agree to only give Kudos to other users (and not to yourself) and only when deserved, and to refrain from any attempts to manipulate the reward system, e.g., by creating multiple accounts or artificial responses. You acknowledge that Spotify’s decision in respect of any reward shall be final and binding.

13 Customer support

For customer support with account-related and payment-related questions (“Customer Support Queries”), please submit a ticket to our customer service department using the Customer Service contact form on the About Us section of our website. We will use reasonable endeavours 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.

14 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 reexport 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, reexport, 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.

15 Payments, cancellations, and cooling off

Paid Subscriptions can be purchased either by (1) paying a monthly subscription fee; or (2) pre-payment giving you access to the Spotify Service for a specific time period (“Pre-Paid Period”). If you have purchased a Paid Subscription using a Code, your Paid Subscription will automatically terminate at the end of the Pre-Paid Period, or when there is an insufficient pre-paid balance to pay for the Service.

When you register for a Paid Subscription, Trial, or Code online, you consent to get access to Spotify Premium immediately. If you reside outside the United States and register for a Paid Subscription or Code online, you may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days (the “Cooling-off Period”). Refunds will not, however, be provided if you have accessed Spotify at any time during the Cooling-off Period.

Unless your Paid Subscription has been purchased as a Pre-Paid Period, your payment to Spotify (or to a third party through whom you purchased the Paid Subscription, such as a telephone company) will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your subscription page before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. However, if you cancel your payment or Paid Subscription and/or terminate any of the Agreements (1) after you have accessed Spotify during the Cooling-off Period, or (2) after the Cooling-off Period is over (where applicable), or (3) before the end of the current subscription period, we will not refund any subscription fees already paid to us.

If you wish to receive a full refund of all monies paid before the Cooling-off Period is over, you must [contact Customer Support](#).

Spotify may change the price for the Paid Subscriptions, Pre-Paid Period (for periods not yet paid for), or Codes from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Spotify Service after the price change

takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Spotify Service prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully.

16 Term and termination

The Agreements will continue to apply to you until terminated by either you or Spotify. However, you acknowledge and agree that the perpetual licence granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. Spotify may terminate the Agreements or suspend your access to the Spotify Service at any time, including in the event of your actual or suspected unauthorised use of the Spotify Service and/or Content, or non-compliance with the Agreements. If you or Spotify terminate the Agreements, or if Spotify suspends your access to the Spotify Service, you agree that Spotify shall have no liability or responsibility to you and Spotify will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Spotify account, please contact us through the Customer Service contact form which is available on our About Us page. This section will be enforced to the extent permissible by applicable law. You may terminate the Agreements at any time.

Sections 6, 7, 8, 10, 14, 16, 17, 18, 19, 20, 21, 22, 23, and 24 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.

17 Warranty and disclaimer

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE SPOTIFY SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SPOTIFY SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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, OR NON-INFRINGEMENT. NEITHER SPOTIFY NOR ANY OWNER OF CONTENT WARRANTS THAT THE SPOTIFY 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 OR THROUGH THE SPOTIFY 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 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. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

18 Limitation

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SPOTIFY SERVICE IS TO UNINSTALL ANY SPOTIFY SOFTWARE AND TO STOP USING THE SPOTIFY 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 EXTENT PERMITTED BY APPLICABLE 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 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 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 applicable law, gross negligence. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law.

19 Third party rights

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. 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.

If you have downloaded the App from the Apple, Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This Agreement is between you and Spotify only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

20 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.

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Please note, however, that other aspects of your use of the Spotify Service may be governed by additional agreements. That could include, for example, access to the Spotify Service as a result of a gift card or free or discounted Trials. 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 Terms, the additional terms shall prevail.

21 Severability and waiver

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Spotify or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Spotify's or the applicable third party beneficiary's right to do so.

22 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.

23 Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold Spotify harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any User Content; (3) any activity in which you engage on or through the Spotify Service; and (4) your violation of any law or the rights of a third party.

24 Choice of law, mandatory arbitration and venue

24.1 Governing Law / Jurisdiction

Unless otherwise required by a mandatory law of a member state of the European Union or any

other 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 or country listed below, without regard to choice or conflicts of law principles.

Further, you and Spotify agree to the jurisdiction of the courts listed below to resolve any dispute, claim, or controversy that arises in connection with the Agreements (and any non-contractual disputes/claims arising out of or in connection with them). (In some cases, that jurisdiction will be “exclusive”, meaning that no other countries’ courts can preside over the matter; have jurisdiction; in other cases, the jurisdiction is “non-exclusive”, meaning that other countries’ courts may have jurisdiction as well. This is indicated in the chart as well.)

Country	Choice of Law	Jurisdiction
Poland, Italy	Laws of Sweden	Exclusive; Courts of Local Country
Turkey	Laws of Sweden	Non-exclusive; Courts and other tribunals in the Republic of Turkey
Brazil	Laws of Brazil	Exclusive; State and Federal Courts of São Paulo, State of São Paulo, Brazil
Canada	Laws of the Province of Ontario	Exclusive; Courts of Ontario, Canada
United States, Argentina, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay	State of California, United States	Exclusive; State and Federal Courts of San Francisco County, CA or New York, NY
Estonia, Hong Kong, Latvia, Lithuania	Laws of Sweden	Non-exclusive; Courts of Sweden
Spain	Laws of	Exclusive; Courts of the

	Spain	consumer's current domicile in Spain.
All remaining countries	Laws of Sweden	Exclusive; Courts of Sweden

Spotify does not accept any codes of conduct as mandatory in connection with the services provided under this agreement.

24.2 CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, 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.

24.3 ARBITRATION

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 24.3. is enforceable, the following mandatory arbitration provisions apply to you:

24.3.1 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 arbitration. 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 declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreements.

24.3.2 Exceptions

Notwithstanding clause (24.3.1) above, you and Spotify both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court, (2) pursue enforcement actions through applicable

U.S. federal, state, or local agencies where such actions are available, (3) seek injunctive relief in a court of law, or (4) to file suit in a court of law to address intellectual property infringement claims.

24.3.3 Arbitration rules

Either you or we may start arbitration proceedings. If you are located in, are based in, have offices in, or do business in the United States, any arbitration between you and Spotify will be finally settled under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”) then in force (the “AAA Rules”), as modified by the Agreements. You and Spotify agree that these Agreements affect interstate commerce, so the U.S. Federal Arbitration Act and federal arbitration law apply and govern 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, 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 at a location to be agreed upon in San Francisco, California or New York, New York, 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 AAA’s Consumer Rules with the remainder paid by Spotify. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Spotify for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

If you are not located in, are not based in, do not have offices in, and do not do business in the United States, any arbitration between you and Spotify will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC”) then in force (the “ICC Rules”) by one or more arbitrators appointed in accordance with the ICC Rules, as modified by these Developer Terms, and will be administered by the International Court of Arbitration of the ICC.

Any arbitration will be conducted in the English language and unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the law to be applied in any arbitration shall be the law of the State of California, United States, without regard to choice or conflicts of law principles.

24.3.4 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.

24.3.5 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 (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, 45 W. 18th Street, 7th Floor, New York, New York 10011, USA. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Spotify may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Spotify shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, Spotify shall pay you (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 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. Except as required to enforce the arbitrator's decision and award, neither you nor Spotify shall make any public announcement or public comment or originate any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

24.3.6 Modifications

In the event that Spotify makes any future change to this arbitration provision (other than a change to Spotify's address for Notice), you may reject any such change by sending us written notice

within 30 days of the change to Spotify's address for Notice, in which case your account with Spotify shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, shall survive.

24.3.7 Enforceability

If the class action waiver at Section 24.2 is found to be unenforceable in arbitration or if the entirety of this Section 24 is found to be unenforceable, then the entirety of this Section 24.3 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 24.1 shall govern any action arising out of or related to the Agreements.

25 Contact us

If you have any questions concerning the Spotify Service or the Agreements, please contact Spotify customer service by visiting the About 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, 45 West 18th Street, 7th Floor, New York, New York 10011, 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 our Terms. We hope you enjoy Spotify!

Contracting entity:

Spotify USA Inc.
45 W 18th Street, Floor 7, New York, NY 10011
USA

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Exhibit B

Spotify® Terms and Conditions of Use

Effective as from 30 November 2011.

This document (the “**Agreement**”) is a legally binding agreement between you and Spotify USA Inc., a Delaware company (“**Spotify**”), that governs your use of Spotify’s software application, including the Mobile Client as defined in Section 5 below (the “**Spotify Software Application**”) and online streaming Spotify Service (as defined below), both available at the [Spotify Websites](#) (as defined in the [Spotify Privacy Policy](#)). The Spotify Service can be accessed (i) as an ad-supported free-to-the-user service having no monthly cap on listening hours or a cap on number of plays of a unique track during the first 6 months following creation of your Spotify account but thereafter a cap of 10 listening hours per month and a cap of 5 plays per unique track (the “**Free Service**”), (ii) as an advertisement free version of the Spotify Service for which you pay a monthly or yearly subscription (the “**Unlimited Service**”), (iii) as an advertisement free version of the Spotify Service including an offline mode which makes it possible to listen to music without a connection to the Internet via conditional downloads and other additional features for which you pay a monthly or yearly subscription (the “**Premium Service**”), and (iv) as a version of the Spotify Service that provides access to aspects of the Spotify Service via a supported mobile handset (the “**Mobile Service**”). The Unlimited Service, the Premium Service and the Mobile Service are collectively referred to as the “**Spotify Paid for Service**”. The Free Service, the Unlimited Service, the Premium Service, and the Mobile Service are collectively referred to as the “**Spotify Service**”. Please note that you must read and agree to the terms and conditions of this Agreement before you use the Spotify Software Application or the Spotify Service. If you do not agree to the terms and conditions of the Agreement, you may NOT use the Spotify Software Application or the Spotify Service. For a detailed description of the features in each of the Spotify Paid for Services, please see the [Spotify Websites](#).

1. Contract formation

By creating a Spotify account, either through Spotify or a third party such as Facebook, Inc (“**Facebook**”), or commencing download of the Spotify Software Application at the Facebook website or by using the Spotify Software Application (including but not limited to the downloading of said application) or the Spotify Service, you confirm that you are 18 years of age or more, or that you are 13 years of age or more and that you have received your parent’s or guardian’s consent to enter into this Agreement, that you have your residence in the United States, that any registration information that you submit to Spotify is true, accurate and complete, that you will update such information in order to keep it current, and that you agree to the terms and conditions of this Agreement and the [Spotify Privacy Policy](#).

2. Changes to the Agreement and notices

Spotify may make changes to this Agreement at its sole discretion. Changes will be communicated to you by us posting the new version of the Agreement on the Spotify Websites or as otherwise determined by Spotify in its sole discretion and your acceptance of and / or continued use of the Spotify Software Application or the Spotify Service after such notification of changes to this Agreement will constitute your acceptance of such changes. You may also be asked to reacknowledge and reaccept this Agreement following any material changes.

3. Grant of license

You are granted a limited, non-exclusive, revocable license to make personal non-commercial use of the Spotify Software Application (including a right to download said application) and the Spotify

Service and to receive by stream (and, where you have purchased the Premium Service or the Mobile Service, by conditional download) the media content made available through the Spotify Service in the United States. You do not have a right to transfer or sublicense your rights under this Agreement. Third party components included in the Spotify Software Application are licensed to you either under this Agreement, or under the relevant third party component license terms, as applicable, and published in the help section of the Spotify Software Application.

4. Purchase of the Spotify Paid for Service

If you agree to pay the fee for access to the applicable Spotify Paid for Service, such fee will be charged by the company designated by Spotify in accordance with the payment method you have chosen for your purchase. If you are paying by credit or debit card, by designating a card to be billed, you confirm that you are authorized to make such purchase and that you are the holder of such card (i.e. that the card is issued in your name). All prices stated on the Spotify Websites are inclusive of any applicable sales taxes and fees. Spotify accepts a variety of different payment methods, so please check the Spotify Websites for the best way for you to pay.

5. The Mobile Service

You are required to have the most recent mobile version of the Spotify Software Application (the “**Mobile Client**”) on your mobile handset in order to use the Mobile Service. The Mobile Client may be acquired only via the official channels authorized by Spotify. You agree that your access to and right to use the Mobile Service is expressly conditioned on your registering as a mobile subscriber via the authentication process associated with the Mobile Client, which authentication process may include additional terms and conditions applicable to the Mobile Service (the “**Mobile Terms**”) and any Mobile Terms shall form part of this Agreement. Only handsets that are supported by Spotify may be used to access the Mobile Service and you agree that Spotify has no obligation to support any particular make or model of handset, whether or not such make or model is currently, or was previously supported by Spotify.

6. Premium code and unlimited code

Spotify also allows you to purchase an access code which will provide access to the Premium Service and the Mobile Service (“**Premium Code**”). In order to purchase a Premium Code please go to the Spotify Websites and follow instructions. Your purchase and use of a Premium Code will be governed by the Premium Code Terms and Conditions, as well as this Agreement. Or you can choose to purchase an access code which will provide access to the Unlimited Service (“**Unlimited Code**”). In order to purchase an Unlimited Code please go to the Spotify Websites and follow instructions. Your purchase and use of an Unlimited Code will be governed by the Unlimited Code Terms and Conditions, as well as this Agreement.

7. Use of cached content

The “offline mode” of the Premium Service and the Mobile Service permits you to download temporary copies of content and play it locally for so long as you maintain your subscription to the applicable Spotify Paid for Service. As a subscriber to the Premium Service, you are permitted to store such cached content on up to three (3) separate devices.

8. Local files

The Spotify Software Application automatically generates a list of the local music files which you have stored on your computer or other relevant device. This function does not automatically copy or

import these music files. This automatic list function can be disabled in the preferences view in the Spotify Software Application. The “local files” function of the Spotify Service permits you to choose to import local files stored on your computer or other relevant device into the Spotify Software Application or to copy local files from your computer onto your mobile handset or other relevant device using the Mobile Client. You may only import or copy files that you have legally acquired, and have the right to import or copy. For instance, you may not use the Spotify Service to import or copy any music you have illegally downloaded from the Internet.

9. Prices

Spotify may change the price for the Spotify Paid for Service from time to time. In respect of the Spotify Paid for Service, such changed price will take effect after the expiry of the then current paid for period (i.e. the term that you have already paid for). Any price change will be communicated to you at least 14 days in advance so that you have an opportunity to elect to not renew. If you do not wish to be bound by such changed price relating to your Spotify Paid for Service you may terminate your subscription of your Spotify Paid for Service in accordance with Section 16 (Term and termination). Your continued use of the Spotify Paid for Service after the communication of such price change to you constitutes an acceptance of such new price.

10. Automatic subscription renewal

Your subscription to the Spotify Paid for Service will automatically renew at the end of each subscription term unless you terminate your subscription prior to the end of such subscription term in accordance with Section 16 (Term and termination), or, in the case of the Mobile Service, your access to the Mobile Service is revoked by Spotify in accordance with the [Mobile Terms](#). Such renewal will always be for a monthly subscription term, even if the previous subscription term was for a longer period. If you would like to renew for a longer term, then please log into your account on the [Spotify Websites](#). At the time of renewal the payment method you have designated to be charged for the purchase of the Spotify Paid for Service will automatically be charged our then current fees for the applicable subscription.

11. Spotify Social

The Spotify Software Application has features that allow you to make your profile publicly available, share links to tracks and playlists with other users of the Spotify Service, integrate your activities on the Spotify Service with functionality offered by third party social networking services, including Facebook and Twitter, including to connect your Spotify account to your Facebook account (“**Spotify Social**”). If you choose to activate Spotify Social, including choosing to connect to a Facebook account, your Spotify profile, including your Facebook user name and Facebook profile photo, will become publicly viewable to other users of the Spotify Service in the Spotify Software Application. If you connect your Spotify account to a Facebook account, in the preferences pane you can choose whether or not to automatically share your listening activities to Facebook, including whether or not to publish your playlists when created, to other Spotify Social users or to Facebook if you have activated sharing to Facebook. You agree that Spotify is not responsible for content once it is shared to Facebook. If you use Spotify Social, you must respect other users of the Spotify Service in your interactions with them. Spotify reserves the right, in its absolute discretion, to disable your account if it believes that you are violating this principle. Unacceptable behavior will result in your account being terminated and you being blocked from accessing the Spotify Service. Examples of unacceptable behavior include, but are not limited to:

- i. giving playlists offensive, abusive, defamatory, pornographic or obscene titles;

- ii. harassing or bullying other users;
- iii. spamming other users through the inbox, or using automated means to artificially promote content; and
- iv. using a photo on your profile that infringes the copyright of a third party, or is offensive, abusive, defamatory, pornographic or obscene.

12. Third Party Applications and Third Party Applications Content

The partner section of the Spotify Software Application links to software applications which are owned and operated by third parties ("**Third Party Applications**"). Such Third Party Applications and all third party content available through such applications ("**Third Party Applications Content**") are provided by the relevant third parties only and not by Spotify. Use of Third Party Applications and Third Party Applications Content are subject to the terms of use of such Third Party Applications. Your use of the Third Party Application and Third Party Application Content is subject to Section 17 (No warranty) and Section 18 (Limitation of liability).

13. Restrictions of use

For the avoidance of doubt, you agree that you may not (without limitation):

- i. copy, reproduce, "rip", record, make available to the public or otherwise use any part of the Spotify Software Application or the Spotify Service or its content (including but not limited to tracks, images and text) in a manner not expressly permitted under this Agreement;
- ii. sell or attempt to sell any invite to access the Spotify Service, or resell any code used to access the Spotify Paid for Service;
- iii. provide your password to any other person or use any other person's user name and password;
- iv. reverse-engineer, decompile, disassemble, modify or create derivative works based on the Spotify Software Application or the Spotify Service or any part thereof;
- v. circumvent any technology used by Spotify, its licensors, or any third party to protect content accessible through the Spotify Software Application and Spotify Service;
- vi. rent or lease any part of the Spotify Software Application or the Spotify Service;
- vii. use the Spotify Software Application or the Spotify Service in a way that violates the terms of this Agreement;
- viii. circumvent any territorial restrictions applied by Spotify;
- ix. artificially increase play count or otherwise manipulate the Spotify Software Application or the Spotify Service by using a script or other automated process;
- x. import any local files which you have not legally acquired into the Spotify Service; and
- xi. copy any local files which you have not legally acquired onto your mobile handset or other device using the Mobile Client.

In addition to the above, you agree to take all reasonable care to prevent unauthorized use of the Spotify Software Application and the Spotify Service and its content. You also acknowledge and agree that Spotify may remove or reclaim your username at any time if Spotify in its absolute discretion considers such action appropriate.

14. Advertising and use of computational resources

As consideration for your rights under this Agreement, you agree that (i) Spotify and its business partners have a right to provide promotional offers, advertising and other information to you by email or other means of communication, and that (ii) Spotify has a right to allow the Spotify Software Application and the Spotify Service to utilize the processor, bandwidth and storage hardware on your computer or other relevant device for the limited purpose of facilitating the communication and transmission of content and other data or features to you and other users of the Spotify Software Application and the Spotify Service, and to facilitate the operation of the network on which the Spotify Software Application and the Spotify Service runs. You may opt out of receiving promotional messages from Spotify and its business partners at any time by changing your account settings or by hitting the “unsubscribe” link in any of your emails. You may adjust the level of usage that the Spotify Service makes of your computer in the settings of the Spotify Software Application.

15. Customer support

If you have any questions concerning the Spotify Software Application, the Spotify Service or this Agreement, please contact Spotify customer service by visiting the [help section](#).

16. Term and termination

This Agreement will become effective in relation to you when you create a Spotify account or when you start using the Spotify Software Application or the Spotify Service and will remain effective until terminated by you or Spotify. You may cancel your subscription of the Spotify Paid for Service at any time by visiting your subscription page which termination shall have effect at the expiry of the then-current subscription period that you have already paid for (e.g. one month, one quarter or a year). Spotify will not refund any remaining portion of subscription fees you have already paid for. Spotify reserves the right to terminate this Agreement or suspend your Spotify account at any time in case of unauthorized, or suspected unauthorized use of the Spotify Software Application or the Spotify Service whether in contravention of this Agreement or otherwise. If Spotify terminates this Agreement, or suspends your Spotify account for any of the reasons set out in this section, Spotify shall have no liability or responsibility to you, and Spotify will not refund any amounts that you have previously paid.

17. NO WARRANTY

THE USE OF THE SPOTIFY SOFTWARE APPLICATION AND THE SPOTIFY SERVICE (INCLUDING BUT NOT LIMITED TO ITS CONTENT) IS AT YOUR OWN RISK. THE SPOTIFY SOFTWARE APPLICATION AND THE SPOTIFY SERVICE IS PROVIDED AND LICENSED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, SPOTIFY DISCLAIMS AND GIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE QUALITY, CONTENT AND AVAILABILITY OR FITNESS FOR A SPECIFIC PURPOSE OF THE SPOTIFY SOFTWARE APPLICATION OR THE SPOTIFY SERVICE OR WARRANTY OF TITLE OR NON-INFRINGEMENT. In addition, Spotify does not warrant, endorse, guarantee or assume responsibility for any Third Party Application, Third Party Application Content or any other product or service advertised or offered by a third party on or through the Spotify Service or any hyperlinked website, or featured in any banner or other advertising. Consequently Spotify will in no way be responsible for any transaction between you and third-party providers of Third Party Applications or products or services advertised on or through the Spotify 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.

18. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPOTIFY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SPOTIFY SOFTWARE APPLICATION OR THE SPOTIFY SERVICE (INCLUDING BUT NOT LIMITED TO ITS CONTENT), THE THIRD PARTY APPLICATIONS OR THE THIRD PARTY APPLICATION CONTENT EVEN IF YOU HAVE ADVISED SPOTIFY ABOUT THE POSSIBILITY OF SUCH LOSS, AND INCLUDING ANY DAMAGES RESULTING THEREFROM.

Your only right with respect to any problems or dissatisfaction with the Spotify Software Application, the Spotify Service, the Third Party Applications or the Third Party Application Content is to uninstall the Spotify Software Application and to stop using the Spotify Service, the Third Party Applications or the Third Party Application Content. In no event will Spotify's total liability to you in connection with this Agreement exceed the greater of one dollar (U.S. \$1.00) or the total amount paid by you for the relevant Spotify Services.

Nothing in this Agreement removes or limits Spotify's liability for fraudulent misrepresentation, death or personal injury caused by its negligence.

19. Indemnity

You agree to indemnify and hold Spotify and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this Agreement or your violation of any laws, regulations or third party rights.

20. Intellectual property

Spotify respects intellectual property rights, and expects you to do the same. The Spotify Software Application, the Spotify Service and the content provided through the Spotify Service is the property of Spotify or Spotify's licensors and protected by intellectual property rights (including but not limited to copyright), and you do not have a right to use the Spotify Software Application or the Spotify Service (including but not limited to its content) in any manner not covered by the Agreement. Furthermore, you must not infringe any third party's intellectual property rights in using the Spotify Service or the Spotify Software Application, which means that (for example) you may not import or copy any music which you have not legally acquired and have the right to so import or copy into the Spotify Software Application or the Mobile Client. Further, you may not remove or alter any copyright, trademark or other intellectual property notices contained on or provided through the Spotify Software Application or the Spotify Service.

21. Copyright infringement and take down

If you are a copyright holder who believes that any of the products, services or content which are directly available via the Spotify Software Application or the Spotify Websites are infringing copies of

your work, please let us know. Pursuant to The Digital Millennium Copyright Act, 17 United States Code 512(c)(3), a notice of alleged copyright infringement should be sent to Spotify's designated copyright agent at the following address:

Spotify USA Inc.
Attn: Legal Department, Copyright Agent
76 9th Avenue, Suite 1110, 11th Floor
New York, NY 10011, USA
legal@spotify.com

A notification of claimed copyright infringement must be addressed to Spotify's copyright agent listed above and include the following:

- i. A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;
- ii. Specific identification of each copyrighted work claimed to have been infringed;
- iii. A description of where the material believed to be infringed is located on Spotify Service or the Spotify Websites (please be as detailed as possible and provide a URL to help us locate the material you are reporting);
- iv. Contact information for the complaining party, such as a complete name, address, telephone number, and email address;
- v. A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

22. Technology limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Software Application and the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Spotify reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the Spotify Software Application and the Spotify Service with or without notice.

23. Privacy

You agree that Spotify has a right to collect and process your personal information in accordance with the [Spotify Privacy Policy](#).

24. Assignment by Spotify

Spotify may assign this Agreement or any part of it without restrictions. You may not assign this Agreement or any part of it to any third party.

25. Entire agreement

This Agreement together with the [Spotify Privacy Policy](#), the [Mobile Terms](#) (if applicable), the [Premium Code Terms and Conditions](#) (if applicable) and the [Unlimited Code Terms and Conditions](#) (if applicable) (the "**Agreements**") constitutes 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. Any additional or different terms or conditions in relation to the subject matter of these Agreements in any written or oral communication from you to Spotify are void. You agree and accept that you have not accepted the terms and conditions of this Agreement in reliance of or to any oral or written representations made by Spotify not contained in this Agreement.

26. Severability

Should for any reason or to any extent any provision of this Agreement be held invalid or unenforceable, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of this Agreement and the application of that provision shall be enforced to the extent permitted by law.

27. Mandatory arbitration; exceptions to mandatory arbitration, waiver of class action rights; limitations period; venue and choice of law

i. You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service and Spotify Software Application or your use thereof, including our Agreement, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Spotify are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of this Agreement and the termination of your Spotify subscription. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by this Agreement, and as administered by the AAA.

ii. You and Spotify agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Spotify Service or Spotify Software Application are NOT subject to mandatory arbitration. Instead, you and Spotify agree that the preceding claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by Courts of competent jurisdiction in New York, New York, and that applicable New York and/or Federal law shall govern, without regarding to choice of law principals.

iii. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, the arbitrator shall not consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.

iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA 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 limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set

forth in the AAA's Consumer Rules with the remainder paid by Spotify. Any arbitration costs or fees deemed "excessive" will be paid by Spotify.

v. You and Spotify agree that this Agreement involves interstate commerce and is subject to the Federal Arbitration Act. You and Spotify further agree that applicable laws of the State of New York shall exclusively govern any dispute without regard to choice or conflicts of law rules. The sole and exclusive venue for the resolution of any dispute, whether or not subject to mandatory arbitration as described above, shall lie in New York, New York.

28. English version prevails

In the event that this Agreement is translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation. Copyright © 2008-2011 Spotify USA Inc. and its affiliates. All rights reserved.

Spotify USA Inc., 76 9th Avenue
Suite 1110, 11th Floor
New York, NY 10011
USA

Spotify Terms and Conditions of Use

Effective as from 17 October 2012

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Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our [Privacy Policy](#) carefully. We hope you're sitting comfortably. Here we go...

1. Introductions

Thanks for choosing Spotify ("**Spotify**", "**we**", "**us**", "**our**"). By using the Spotify service, websites, or software applications (together, the "Spotify Service" or "Service"), including by purchasing or receiving [Codes or Limited Offers](#), you are entering into a binding contract with our local company in your country of residence (your "Local Country"), as detailed in this [chart](#). Your agreement with us includes these Terms and Conditions of Use ("**Terms**") and our [Privacy Policy](#) (together with the [Mobile Terms](#) where applicable, the "**Agreements**"). If you don't agree with these Terms, then please don't use the Service.

We're pleased to make our Service available to you. The Spotify Service includes social and interactive features. Learn more about the Spotify Service [here](#).

In order to use the Spotify Service, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian's consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws, and (c) be resident in the Local Country. You also warrant 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

Occasionally we may, in our discretion, make changes to the Spotify Service and Agreements. When we make changes to the Agreements that we consider material, we'll notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

3. Enjoying Spotify

Here's some information about all the ways you can enjoy Spotify.

3.1 Subscriptions

Spotify account holders may access the Spotify Service by any of our several Subscriptions:

- **Free Service:** an ad-based, free-of-charge service;
- **Unlimited Service:** a subscription fee-based service;
- **Premium Service:** an ad-free, subscription fee-based service which enables you to listen to music while not connected to the internet, among other features; or
- **Mobile Service:** via a supported mobile handset.

The Premium Service permits you to store cached content on up to three (3) personal computers, mobile handsets and/or other relevant devices (collectively "Devices") while your Premium Service subscription is active. You may not transfer copies of cached content to any other device via any means. By using the Mobile Service, you agree to accept the Mobile Terms and to register for the Service as a mobile subscriber.

3.2 Codes and other Limited Offers

If you have purchased a code sold by or on behalf of Spotify for access to the Unlimited Service or Premium Service for the time period indicated on your email or paper receipt ("Code"), or if you are accessing the service through some other limited offer which you received or purchased from Spotify ("Limited Offer"), these Agreements apply to your access to the Service. Any separate sets of terms and conditions presented to you along with the Code or other Limited Offer also apply to your access to the Service using the Code or Limited Offer.

Subject to any rights you may have under Section 12, Codes are not redeemable for cash and may not be returned for a cash refund, exchanged, resold or used to purchase other Codes.

3.3 Trials

From time to time, we may offer trials of the Premium Service and/or Mobile Service for a specified period without payment (a "Trial"). Spotify reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for the Premium Service on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through your Spotify account's settings before the end of the Trial.

4. Licence and assignment

The Spotify Service and the content provided through it are the property of Spotify or Spotify's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of the Spotify Service and to receive the media content made available through the Spotify Service in your Local Country, based on the Subscription or Trial you have selected (the "Licence"). This Licence shall remain in effect for a period of 20 years unless terminated by you or Spotify.

The Spotify software applications are licensed, not sold, to you, and Spotify retains ownership of all copies of the Spotify software applications even after installation on your Devices. Spotify may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Spotify trademarks, service marks, trade names, logos, domain names, and any other features of the Spotify brand are the sole property of Spotify. This Licence does not grant you any rights to use the Spotify trademarks, service marks, trade names, logos, domain names, or any other features of the Spotify brand, whether for commercial or non-commercial use.

You agree to abide by our [User Guidelines](#) and not to use the Spotify Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

Third party software libraries included in the Spotify Service are licensed to you either under these Terms, or under the relevant third party software library's licence terms as published in the help or settings section of our desktop and mobile client and on our website.

5. Third Party Applications

The Spotify Service provides a platform for third party applications, websites and services to make available products and services to you ("**Third Party Applications**"), and your use of these Third Party Applications is subject to their terms of use. You understand and agree that Spotify is not responsible or liable for the behavior, features, or content of any Third Party Application.

6. User generated content

Spotify users may post, upload and/or contribute ("post") content to the Service, including pictures, text and playlist compilations ("**User Content**"). You represent that you have the right to post any User Content which you post to the Service, and that such User Content, or its use by us as contemplated by this Agreement, does not violate these Agreements, applicable law, or the intellectual property rights of others. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection with Spotify. This license lasts until you terminate your Spotify account, except in the case of User Content that you have published, made public and/or share with others. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the Spotify Service, except that, where applicable under Local Country law, you agree to waive your right to be identified as the author of any User Content on the Spotify Service and your right to object to derogatory treatment of such User Content.

Spotify does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Spotify's sole discretion, violates these Agreements. Spotify may take these actions without prior notification to you. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

Spotify is not responsible for User Content nor does it endorse any opinion contained in User Content. If you believe that any User Content infringes your intellectual property rights, please click [here](#), or if you believe that any User Content does not comply with the User Guidelines (Section 8 below) or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at legal-feedback@spotify.com.

7. Consideration

In consideration for the rights granted to you under these Terms, you grant us the right (a) to allow the Spotify Service to use the processor, bandwidth and storage hardware on your Device in order to facilitate the operation of the Service, (b) to provide advertising and other information to you, if you subscribe to the Free Service, and (c) to allow our business partners to do the same.

You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide licence to use, reproduce, make available to the public, publish, translate and distribute any User Content that you post on or otherwise provide through the Spotify Service.

These Terms are not intended to grant rights to anyone except you and Spotify, and in no event shall these Terms create any third party beneficiary rights. Any failure by Spotify to enforce these Terms or any provision thereof shall not waive Spotify's right to do so.

8. User Guidelines

We've established a few ground rules for you to follow when using the Service, to make sure Spotify stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

Spotify respects intellectual property rights and expects you to do the same. This means, for example, that the following is not permitted: (a) Copying, reproducing, "ripping", recording, or making available to the public any part of the Spotify Services or content delivered to you via the Spotify Services, or otherwise any making use of the Spotify Service which is not expressly permitted under these Terms; (b) using the Spotify service to import or copy any local files you do not have the legal right to import or copy in this way; (c) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the Spotify Services or any part thereof; (d) circumventing any technology used by Spotify, its licensors, or any third party to protect content accessible through the Service; (e) renting or leasing of any part of the Services; (f) circumventing of any territorial restrictions applied by Spotify; (g) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the Spotify Service; (i) providing your password to any other person or using any other person's user name and password.

Please respect Spotify and other users of the Spotify Service. Don't engage in any activity on the Service or upload User Content, including registering and/or using a username, which is or includes material that (a) is offensive, abusive, defamatory, pornographic or obscene; (b) 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; (c) includes personal data of third parties or is intended to solicit such personal data, (d) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (e) is intended or does harass or bully other users; (f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or

misleading; (g) uses automated means to artificially promote content; (h) involves the transmission of unsolicited mass mailing (“spam”), junk mail, chain letter, or similar, including through the Spotify inbox; (i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes; (j) promotes commercial products or services; (k) interferes with the Spotify Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Spotify’s computer systems or network, or breaches any of Spotify’s security or authentication measures, or (l) conflicts with the Agreement, as determined by Spotify. You agree that Spotify may also reclaim your username for any reason.

Please be thoughtful about what you make public on Spotify. The Spotify Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public, as further described in your account settings. Remember that shared or publicly available information may be used and re-shared by other users on Spotify or across the web, so please use Spotify carefully and manage your account settings regularly. Spotify has no responsibility for your choices to make any actions or material public on the Service.

Your password protects your user 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.

9. Copyright infringement

Spotify respects the rights of intellectual property owners. For details on Spotify’s copyright policy, please [click here](#).

10. Technology limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, 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 Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Spotify Service or any function or feature thereof. You understand and agree that Spotify has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

11. Export control

Spotify’s products may be subject to U.S. export and reexport control laws and regulations, 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 reexport 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, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Spotify under these Agreements to any destination, entity, or person

prohibited by the laws or regulations of the United States, 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 these Agreements.

12. Payments, cancellations and cooling off

If you reside in a Local Country which is part of the European Union and have purchased a Paid Subscription or Code online, you have the right to change your mind and receive a full refund within fourteen (14) days of purchase (the "Cooling-off Period"), but only if you have not logged in or otherwise redeemed or started to consume them.

If you have a Paid Subscription, your payment to Spotify will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your [subscription page](#) before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. However, if you cancel your payment and/or terminate the Terms after the Cooling-off Period is over (where applicable), and/or before the end of the subscription period, we will not refund any subscription fees already paid to us.

Spotify may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the Spotify Service after the price change takes effect, you accept the new price.

13. Term and termination

These Terms will continue to apply to you until terminated by either you or Spotify. Spotify may terminate the Terms or suspend your access to the Spotify Service at any time, including in the event of your actual or suspected unauthorised use of the Spotify Service or non-compliance with the Terms. If you or Spotify terminate the Terms, or if Spotify suspends your access to the Spotify Service, you agree that Spotify shall have no liability or responsibility to you and Spotify will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Spotify account, please [go here](#).

14. Warranty

We endeavor to provide the best service we can, but you understand and agree that THE SPOTIFY SERVICE IS PROVIDED "AS IS", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SPOTIFY SERVICE AT YOUR OWN RISK. SPOTIFY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. In addition, Spotify does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the Spotify 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 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. Some aspects of this section may not apply in some jurisdictions.

15. Limitation

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 (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, 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; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SPOTIFY SERVICE MORE THAN THE GREATER OF THE AMOUNTS PAID BY YOU TO SPOTIFY DURING THE PRIOR THREE MONTHS IN QUESTION.

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Spotify Service, the Third Party Applications or the Third Party Application content is to uninstall any Spotify software and to stop using the Spotify Service, the Third Party Applications or the Third Party Application content. In no event shall Spotify be liable to you for any more than the total amounts you have paid to Spotify.

Nothing in these Agreements removes or limits Spotify's liability for fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

16. Entire agreement

These 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. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Spotify are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Spotify that are not contained in the Agreements.

Please note, however, that other aspects of your use of the Spotify Service may be governed by additional agreements. That could include, for example, access to the Spotify Community for customer support, access to the Spotify Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances, which are listed in full [here](#). Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms. Occasionally we may offer you the chance to participate in sweepstakes, contests, and surveys ("Special Promotions") through the Service. Special Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of a Special Promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

17. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the

remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

18. Choice of law, mandatory arbitration and venue

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Agreements are subject to the law of the State of California, United States, without regard to choice or conflicts of law principles. Further, you and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California or New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user, the following mandatory arbitration provisions also apply to you:

- i. You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Spotify are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your Spotify account. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the “AAA Rules”), as modified by these Agreements, and as administered by the AAA. You and Spotify agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.
- ii. You and Spotify agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Spotify Service are NOT subject to mandatory arbitration. Instead, you and Spotify agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in San Francisco County, California or New York, New York, and that applicable California and/or Federal law shall govern, without regard to choice of law principles.
- iii. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person’s claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
- iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA 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 limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA’s Consumer Rules with the remainder paid by Spotify. Any arbitration costs or fees deemed “excessive” will be paid by Spotify.

19. Local Country chart

This chart details the Spotify entity with which you are contracting by accepting these Agreements, depending on your Local Country of residence.

Local Country of Residence	Spotify entity
Australia or New Zealand	Spotify Australia PTY. Ltd., registration number ACN 154 200 941
Austria	Spotify Austria GmbH, registration number FN 354148 g
Belgium	Spotify NV, registration number 0841.023.949
Denmark	Spotify Denmark ApS, registration number 33785348
Finland	Spotify Finland Oy, registration number 2388862-0
France	Spotify France SAS, registration number 51193072900013
Germany	Spotify GmbH, registration number HRB 114 530 B
Netherlands	Spotify Netherlands B.V., registration number 34388788
Norway	Spotify Norway AS, registration number 994 445 820
Spain	Spotify Spain S.L, registration number B85346294
Sweden	Spotify Sweden AB, registration number 556786-5729
Switzerland	Spotify Switzerland AG, registration number CH-020.3.037.242-8
United Kingdom	Spotify Limited, registration number 06436047
USA	Spotify USA Inc, registered in Delaware with registration number 4664052

Thank you for reading our Terms. We hope you enjoy Spotify.

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Spotify USA Inc., 76 9th Avenue
Suite 1110, 11th Floor
New York, NY 10011
USA

Spotify Terms and Conditions of Use

Effective as from 18 December 2012

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9. [Copyright infringement](#)
10. [Technology limitations and modifications](#)
11. [Export control](#)
12. [Payments, cancellations and cooling off](#)
13. [Term and termination](#)
14. [Warranty](#)
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Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our [Privacy Policy](#) carefully. We hope you're sitting comfortably. Here we go...

1. Introductions

Thanks for choosing Spotify ("**Spotify**", "**we**", "**us**", "**our**"). By using the Spotify service, websites, or software applications (together, the "Spotify Service" or "Service"), including by purchasing or receiving [Codes or Limited Offers](#), you are entering into a binding contract with our local company in your country of residence (your "Local Country") if applicable or the company listed in this [chart](#). Your agreement with us includes these Terms and Conditions of Use ("**Terms**") and our [Privacy Policy](#) (together with the [Mobile Terms](#) where applicable, the "**Agreements**"). If you don't agree with these Terms, then please don't use the Service.

We're pleased to make our Service available to you. The Spotify Service includes social and interactive features. Learn more about the Spotify Service [here](#).

In order to use the Spotify Service, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian's consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws, and (c) be resident in the Local Country. You also warrant 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.

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- **Premium Service:** an ad-free, subscription fee-based service which enables you to listen to music while not connected to the internet, among other features; or
- **Mobile Service:** via a supported mobile handset.

The Premium Service permits you to store cached content on up to three (3) personal computers, mobile handsets and/or other relevant devices (collectively "Devices") while your Premium Service subscription is active. You may not transfer copies of cached content to any other device via any means. By using the Mobile Service, you agree to accept the Mobile Terms and to register for the Service as a mobile subscriber. The Premium Service and the Unlimited Service are hereinafter referred to as "Paid Subscriptions"

3.2 Codes and other Limited Offers

If you have purchased a code sold by or on behalf of Spotify for access to the Unlimited Service or Premium Service for the time period indicated on your email, card or paper receipt ("Code"), or if you are accessing the service through some other limited offer which you received or purchased from Spotify ("Limited Offer"), these Agreements apply to your access to the Service. Any separate sets of terms and conditions presented to you along with the Code or other Limited Offer also apply to your access to the Service using the Code or Limited Offer.

Subject to any rights you may have under Section 12, Codes are only redeemable in the country where you purchased such Code, not redeemable for cash and may not be returned for a cash refund, exchanged, resold or used to purchase other Codes.

3.3 Trials

From time to time, we may offer trials of the Premium Service and/or Mobile Service for a specified period without payment (a "Trial"). Spotify reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

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4. Licence and assignment

The Spotify Service and the content provided through it are the property of Spotify or Spotify's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of the Spotify Service and to receive the media content made available through the Spotify Service in your Local Country, based on the Subscription or Trial, you have selected (the "Licence"). This Licence shall remain in effect for a period of 20 years unless terminated by you or Spotify.

The Spotify software applications are licensed, not sold, to you, and Spotify retains ownership of all copies of the Spotify software applications even after installation on your Devices. Spotify may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Spotify trademarks, service marks, trade names, logos, domain names, and any other features of the Spotify brand are the sole property of Spotify. This Licence does not grant you any rights to use the Spotify trademarks, service marks, trade names, logos, domain names, or any other features of the Spotify brand, whether for commercial or non-commercial use.

You agree to abide by our [User Guidelines](#) and not to use the Spotify Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

Third party software libraries included in the Spotify Service are licensed to you either under these Terms, or under the relevant third party software library's licence terms as published in the help or settings section of our desktop and mobile client and on our website.

5. Third Party Applications

The Spotify Service provides a platform for third party applications, websites and services to make available products and services to you ("**Third Party Applications**"), and your use of these Third Party Applications is subject to their terms of use. You understand and agree that Spotify is not responsible or liable for the behavior, features, or content of any Third Party Application.

6. User generated content

Spotify users may post, upload and/or contribute ("post") content to the Service, including pictures, text and playlist compilations ("**User Content**"). You represent that you have the right to post any User Content which you post to the Service, and that such User Content, or its use by us as contemplated by this Agreement, does not violate these Agreements, applicable law, or the intellectual property rights of others. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection with Spotify. This license lasts until you terminate your Spotify account, except in the case of User Content that you have published, made public and/or share with others. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the Spotify Service, except that, where applicable under Local Country law, you agree to waive your right to be identified as the author of any User Content on the Spotify Service and your right to object to derogatory treatment of such User Content.

Spotify does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Spotify's sole discretion, violates these Agreements. Spotify may take these actions without prior

notification to you. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

Spotify is not responsible for User Content nor does it endorse any opinion contained in User Content. If you believe that any User Content infringes your intellectual property rights, please click [here](#), or if you believe that any User Content does not comply with the User Guidelines (Section 8 below) or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at legal-feedback@spotify.com.

7. Consideration

In consideration for the rights granted to you under these Terms, you grant us the right (a) to allow the Spotify Service to use the processor, bandwidth and storage hardware on your Device in order to facilitate the operation of the Service, (b) to provide advertising and other information to you, if you subscribe to the Free Service, and (c) to allow our business partners to do the same.

You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide licence to use, reproduce, make available to the public, publish, translate and distribute any User Content that you post on or otherwise provide through the Spotify Service.

These Terms are not intended to grant rights to anyone except you and Spotify, and in no event shall these Terms create any third party beneficiary rights. Any failure by Spotify to enforce these Terms or any provision thereof shall not waive Spotify's right to do so.

8. User Guidelines

We've established a few ground rules for you to follow when using the Service, to make sure Spotify stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

Spotify respects intellectual property rights and expects you to do the same. This means, for example, that the following is not permitted: (a) Copying, reproducing, "ripping", recording, or making available to the public any part of the Spotify Services or content delivered to you via the Spotify Services, or otherwise any making use of the Spotify Service which is not expressly permitted under these Terms; (b) using the Spotify service to import or copy any local files you do not have the legal right to import or copy in this way; (c) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the Spotify Services or any part thereof; (d) circumventing any technology used by Spotify, its licensors, or any third party to protect content accessible through the Service; (e) renting or leasing of any part of the Services; (f) circumventing of any territorial restrictions applied by Spotify; (g) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the Spotify Service; (i) providing your password to any other person or using any other person's user name and password.

Please respect Spotify and other users of the Spotify Service. Don't engage in any activity on the Service or upload User Content, including registering and/or using a username, which is or includes material that (a) is offensive, abusive, defamatory, pornographic or obscene; (b) 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; (c) includes personal data of third parties or is intended to solicit such personal data, (d) includes malicious

content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (e) is intended or does harass or bully other users; (f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or misleading; (g) uses automated means to artificially promote content; (h) involves the transmission of unsolicited mass mailing ("spam"), junk mail, chain letter, or similar, including through the Spotify inbox; (i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes; (j) promotes commercial products or services; (k) interferes with the Spotify Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Spotify's computer systems or network, or breaches any of Spotify's security or authentication measures, or (l) conflicts with the Agreement, as determined by Spotify. You agree that Spotify may also reclaim your username for any reason.

Please be thoughtful about what you make public on Spotify. The Spotify Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public, as further described in your account settings. Remember that shared or publicly available information may be used and re-shared by other users on Spotify or across the web, so please use Spotify carefully and manage your account settings regularly. Spotify has no responsibility for your choices to make any actions or material public on the Service.

Your password protects your user 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.

9. Copyright infringement

Spotify respects the rights of intellectual property owners. For details on Spotify's copyright policy, please [click here](#).

10. Technology limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, 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 Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Spotify Service or any function or feature thereof. You understand and agree that Spotify has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

11. Export control

Spotify's products may be subject to U.S. export and reexport control laws and regulations, 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 reexport 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, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Spotify under these Agreements to any destination, entity, or person prohibited by the laws or regulations of the United States, 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 these Agreements.

12. Payments, cancellations and cooling off

If you reside in a Local Country which is part of the European Union and have purchased a Paid Subscription or Code online, you have the right to change your mind and receive a full refund within fourteen (14) days of purchase (the “Cooling-off Period”), but only if you have not logged in or otherwise redeemed or started to consume them.

If you have a Paid Subscription, your payment to Spotify will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your [subscription page](#) before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. However, if you cancel your payment and/or terminate the Terms after the Cooling-off Period is over (where applicable), and/or before the end of the subscription period, we will not refund any subscription fees already paid to us.

Spotify may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the Spotify Service after the price change takes effect, you accept the new price.

13. Term and termination

These Terms will continue to apply to you until terminated by either you or Spotify. Spotify may terminate the Terms or suspend your access to the Spotify Service at any time, including in the event of your actual or suspected unauthorised use of the Spotify Service or non-compliance with the Terms. If you or Spotify terminate the Terms, or if Spotify suspends your access to the Spotify Service, you agree that Spotify shall have no liability or responsibility to you and Spotify will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Spotify account, please [go here](#).

14. Warranty

We endeavor to provide the best service we can, but you understand and agree that THE SPOTIFY SERVICE IS PROVIDED “AS IS”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SPOTIFY SERVICE AT YOUR OWN RISK. SPOTIFY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. In addition, Spotify does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the Spotify 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 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. Some aspects of this section may not apply in some jurisdictions.

15. Limitation

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Spotify Service, the Third Party Applications or the Third Party Application content is to uninstall any Spotify software and to stop using the Spotify Service, the Third Party Applications or the Third Party Application content.

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 (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SPOTIFY 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; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SPOTIFY SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO SPOTIFY DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in these Agreements removes or limits Spotify's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

16. Entire agreement

These 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. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Spotify are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Spotify that are not contained in the Agreements.

Please note, however, that other aspects of your use of the Spotify Service may be governed by additional agreements. That could include, for example, access to the Spotify Community for customer support, access to the Spotify Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances, which are listed in full [here](#). Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms. Occasionally we may offer you the chance to participate in sweepstakes, contests, and surveys ("Special Promotions") through the Service. Special Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of a Special Promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

17. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

18. Choice of law, mandatory arbitration and venue

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Agreements are subject to the law of the State of California, United States, without regard to choice or conflicts of law principles. Further, you and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California or New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user, the following mandatory arbitration provisions also apply to you:

- i. You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Spotify are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your Spotify account. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by these Agreements, and as administered by the AAA. You and Spotify agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.
- ii. You and Spotify agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Spotify Service are NOT subject to mandatory arbitration. Instead, you and Spotify agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in San Francisco County, California or New York, New York, and that applicable California and/or Federal law shall govern, without regard to choice of law principles.
- iii. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
- iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA 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 limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set

forth in the AAA's Consumer Rules with the remainder paid by Spotify. Any arbitration costs or fees deemed "excessive" will be paid by Spotify.

19. Local Country chart

This chart details the Spotify entity with which you are contracting by accepting these Agreements, depending on your Local Country of residence.

Local Country of Residence	Spotify entity
Australia or New Zealand	Spotify Australia PTY. Ltd., registration number ACN 154 200 941
Austria	Spotify Austria GmbH, registration number FN 354148 g
Belgium	Spotify NV, registration number 0841.023.949
Denmark	Spotify Denmark ApS, registration number 33785348
Finland	Spotify Finland Oy, registration number 2388862-0
France	Spotify France SAS, registration number 51193072900013
Germany	Spotify GmbH, registration number HRB 114 530 B
Liechtenstein, Luxembourg, Monaco and Andorra	Spotify AB, registration number 556703-7485
Netherlands	Spotify Netherlands B.V., registration number 34388788
Norway	Spotify Norway AS, registration number 994 445 820
Spain	Spotify Spain S.L, registration number B85346294
Sweden	Spotify Sweden AB, registration number 556786-5729
Switzerland	Spotify Switzerland AG, registration number CH-020.3.037.242-8
United Kingdom or Ireland	Spotify Limited, registration number 06436047
USA	Spotify USA Inc, registered in Delaware with registration number 4664052

Thank you for reading our Terms. We hope you enjoy Spotify.

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Spotify USA Inc., 76 9th Avenue
Suite 1110, 11th Floor
New York, NY 10011
USA

Spotify Terms and Conditions of Use

Effective as from 20 June 2013

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Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our [Privacy Policy](#) carefully. We hope you're sitting comfortably. Here we go...

1. Introductions

Thanks for choosing Spotify (**"Spotify"**, **"we"**, **"us"**, **"our"**). By using the Spotify service, websites, or software applications (together, the "Spotify Service" or "Service"), including by purchasing or receiving [Codes or Limited Offers](#), you are entering into a binding contract with our local company in your country of residence (your "Local Country") if applicable or the company listed in this [chart](#). Your agreement with us includes these Terms and Conditions of Use (**"Terms"**) and our [Privacy Policy](#) (together with the [Mobile Terms](#) where applicable, the **"Agreements"**). If you don't agree with these Terms, then please don't use the Service.

We're pleased to make our Service available to you. The Spotify Service includes social and interactive features. Learn more about the Spotify Service [here](#).

In order to use the Spotify Service, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian's consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws, and (c) be resident in the Local Country. You also warrant 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

Occasionally we may, in our discretion, make changes to the Spotify Service and Agreements. When we make changes to the Agreements that we consider material, we'll notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

3. Enjoying Spotify

Here's some information about all the ways you can enjoy Spotify.

3.1 Subscriptions

Spotify account holders may access the Spotify Service by any of our several Subscriptions:

- **Free Service:** an ad-based, free-of-charge service;
- **Unlimited Service:** a subscription fee-based service;
- **Premium Service:** an ad-free, subscription fee-based service which enables you to listen to music while not connected to the internet, among other features; or
- **Mobile Service:** via a supported mobile handset.

The Premium Service permits you to store cached content on up to three (3) personal computers, mobile handsets and/or other relevant devices (collectively "Devices") while your Premium Service subscription is active. You may not transfer copies of cached content to any other device via any means. By using the Mobile Service, you agree to accept the Mobile Terms and to register for the Service as a mobile subscriber. The Premium Service and the Unlimited Service are hereinafter referred to as "Paid Subscriptions"

3.2 Codes and other Limited Offers

If you have purchased a code sold by or on behalf of Spotify for access to the Unlimited Service or Premium Service for the time period indicated on your email, card or paper receipt ("Code"), or if you are accessing the service through some other limited offer which you received or purchased from Spotify ("Limited Offer"), these Agreements apply to your access to the Service. Any separate sets of terms and conditions presented to you along with the Code or other Limited Offer also apply to your access to the Service using the Code or Limited Offer.

Subject to any rights you may have under Section 12, Codes are only redeemable in the country where you purchased such Code, not redeemable for cash and may not be returned for a cash refund, exchanged, resold or used to purchase other Codes.

3.3 Trials

From time to time, we may offer trials of the Premium Service and/or Mobile Service for a specified period without payment (a "Trial"). Spotify reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for the Premium Service on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through your Spotify account's settings before the end of the Trial.

4. Licence and assignment

The Spotify Service and the content provided through it are the property of Spotify or Spotify's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial (except as permitted under Section 11) use of the Spotify Service and to receive the media content made available through the Spotify Service in your Local Country, based on the Subscription or Trial, you have selected (the "Licence"). This Licence shall remain in effect for a period of 20 years unless terminated by you or Spotify.

The Spotify software applications are licensed, not sold, to you, and Spotify retains ownership of all copies of the Spotify software applications even after installation on your Devices. Spotify may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Spotify trademarks, service marks, trade names, logos, domain names, and any other features of the Spotify brand are the sole property of Spotify. This Licence does not grant you any rights to use the Spotify trademarks, service marks, trade names, logos, domain names, or any other features of the Spotify brand, whether for commercial or non-commercial use.

You agree to abide by our [User Guidelines](#) and not to use the Spotify Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

Third party software libraries included in the Spotify Service are licensed to you either under these Terms, or under the relevant third party software library's licence terms as published in the help or settings section of our desktop and mobile client and on our website.

5. Third Party Applications

The Spotify Service provides a platform for third party applications, websites and services to make available products and services to you ("**Third Party Applications**"), and your use of these Third Party Applications is subject to their terms of use. You understand and agree that Spotify is not responsible or liable for the behavior, features, or content of any Third Party Application.

6. User generated content

Spotify users may post, upload and/or contribute ("post") content to the Service, including pictures, text and playlist compilations ("**User Content**"). You are solely responsible for any User Content you provide and for any consequences thereof. You represent that you have the right to post any User Content which you post to the Service, and that such User Content, or its use by us as contemplated by this Agreement, does not: (a) violate these Agreements, applicable law, or the intellectual property or publicity rights of others; or (b) imply any affiliation, endorsement, approval or cooperation with you or your User Content by Spotify or any artist, band, label, entity or individual without express written consent from such individual or entity. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection with Spotify. This license lasts until you terminate your Spotify account, except in the case of User Content that you have published, made public and/or share with others. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the Spotify Service, except that, where applicable under Local Country law, you agree to waive your right to be identified as the author of any User Content on the Spotify Service and your right to object to derogatory treatment of such User Content.

Spotify does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Spotify's sole discretion, violates these Agreements. Spotify may take these actions without prior notification to you. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

Spotify is not responsible for User Content nor does it endorse any opinion contained in User Content. If you believe that any User Content infringes your intellectual property rights, please click [here](#), or if you believe that any User Content does not comply with the User Guidelines (Section 8 below) or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at legal-feedback@spotify.com.

7. Consideration

In consideration for the rights granted to you under these Terms, you grant us the right (a) to allow the Spotify Service to use the processor, bandwidth and storage hardware on your Device in order to facilitate the operation of the Service, (b) to provide advertising and other information to you, if you subscribe to the Free Service, and (c) to allow our business partners to do the same.

You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide licence to use, reproduce, make available to the public, publish, translate and distribute any User Content that you post on or otherwise provide through the Spotify Service.

These Terms are not intended to grant rights to anyone except you and Spotify, and in no event shall these Terms create any third party beneficiary rights. Any failure by Spotify to enforce these Terms or any provision thereof shall not waive Spotify's right to do so.

8. User Guidelines

We've established a few ground rules for you to follow when using the Service, to make sure Spotify stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

Spotify respects intellectual property rights and expects you to do the same. This means, for example, that the following is not permitted: (a) Copying, reproducing, "ripping", recording, or making available to the public any part of the Spotify Services or content delivered to you via the Spotify Services, or otherwise any making use of the Spotify Service which is not expressly permitted under these Terms; (b) using the Spotify service to import or copy any local files you do not have the legal right to import or copy in this way; (c) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the Spotify Services or any part thereof; (d) circumventing any technology used by Spotify, its licensors, or any third party to protect content accessible through the Service; (e) renting or leasing of any part of the Services; (f) circumventing of any territorial restrictions applied by Spotify; (g) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the Spotify Service; (i) providing your password to any other person or using any other person's user name and password.

Please respect Spotify and other users of the Spotify Service. Don't engage in any activity on the Service or upload User Content, including registering and/or using a username, which is or includes material that (a) is offensive, abusive, defamatory, pornographic or obscene; (b) 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; (c) includes personal data of third parties or is intended to solicit such personal data, (d) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (e) is intended or does harass or bully other users; (f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or misleading; (g) uses automated means to artificially promote content; (h) involves the transmission of unsolicited mass mailing ("spam"), junk mail, chain letter, or similar, including through the Spotify inbox; (i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes; (j) promotes commercial products or services (except as permitted under Section 11); (k) interferes with the Spotify Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Spotify's computer systems or network, or breaches any of Spotify's security or authentication measures, or (l) conflicts with the Agreement, as determined by Spotify. You agree that Spotify may also reclaim your username for any reason.

Please be thoughtful about what you make public on Spotify. The Spotify Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public, as further described in your account settings. Remember that shared or publicly available information may be used and re-shared by other users on Spotify or across the web, so please use Spotify carefully and manage your account settings regularly. Spotify has no responsibility for your choices to make any actions or material public on the Service.

Your password protects your user 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.

9. Copyright infringement

Spotify respects the rights of intellectual property owners. For details on Spotify's copyright policy, please [click here](#).

10. Technology limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, 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 Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Spotify Service or any function or feature thereof. You understand and agree that Spotify has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

11. Brand Accounts

If you establish a Spotify account on behalf of a company, organization, entity or brand (a "Brand Account"): (a) the terms "you" and "your", as used throughout the Terms, apply to both you and the Brand (as defined below), as applicable; and (b) the following additional terms apply to your use of the Spotify Service for such purposes (the "Brand Account Terms"). To the extent of a conflict between these Brand Account Terms and the rest of the Terms, these Brand Account Terms shall apply, solely with respect to your Brand Account.

If you open a Brand Account, you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and to bind the applicable company, organization, entity or brand (the “Brand”) to these Terms. Spotify has no obligation to promote the Brand Account profile or Brand Playlists (as defined below) and reserves the right to remove or disable access to a Brand’s User Content or profile, consistent with these Terms.

In addition to the User Guidelines set forth in Section 8, the following additional guidelines apply to the Brand’s use of the Spotify Service under a Brand Account:

- **Brand Playlists.** “Brand Playlist” means any song compilation that a Brand creates using the Spotify Service. Unless the Brand has obtained all necessary rights and authorizations from all applicable artists, composers, publishers, labels and other relevant third parties with respect to a Brand Playlist: (a) the Brand Playlist may not be used for commercial or promotional purposes; (b) the name of the Brand Playlist may not include the Brand’s name or the name of any specific entity, brand product, or service; and (c) the Brand Playlists must consist of at least 20 songs and may not include more than one track by a single artist or band.
- **Following.** Unless the Brand has obtained all necessary rights and authorizations from the applicable user: (a) the Brand may only follow users who first follow the Brand; (b) the Brand may not follow artists; and (c) the Brand may not follow a user in any manner that implies an endorsement or relationship between the Brand and the followed user. Spotify reserves the right to request that a Brand cease following any user(s), for any reason, in Spotify’s sole discretion. In such event, the Brand must cease following such user(s).
- **Sharing.** Unless the Brand has obtained all necessary rights and authorizations from all applicable artists, composers, labels and other third parties: (a) the Brand may only share (including but not limited to posting and messaging on an automatic or individual basis) Brand Playlists complying with the Brand Playlist requirements above, but not individual songs; and (b) the Brand may not use the Spotify Play Button to embed Brand Playlists on the Brand’s website(s), Facebook page(s) or other assets (but the Brand may use a Spotify link or Spotify Follow button on such assets complying with the Brand Playlist requirements above).

12. Export control

Spotify’s products may be subject to U.S. export and reexport control laws and regulations, 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 reexport 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, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Spotify under these Agreements to any destination, entity, or person prohibited by the laws or regulations of the United States, 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 these Agreements.

13. Payments, cancellations and cooling off

If you reside in a Local Country which is part of the European Union and have purchased a Paid Subscription or Code online, you have the right to change your mind and receive a full refund within fourteen (14) days of purchase (the “Cooling-off Period”), but only if you have not logged in or otherwise redeemed or started to consume them.

If you have a Paid Subscription, your payment to Spotify will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your [subscription page](#) before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. However, if you cancel your payment and/or terminate the Terms after the Cooling-off Period is over (where applicable), and/or before the end of the subscription period, we will not refund any subscription fees already paid to us.

Spotify may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the Spotify Service after the price change takes effect, you accept the new price.

14. Term and termination

These Terms will continue to apply to you until terminated by either you or Spotify. Spotify may terminate the Terms or suspend your access to the Spotify Service at any time, including in the event of your actual or suspected unauthorised use of the Spotify Service or non-compliance with the Terms. If you or Spotify terminate the Terms, or if Spotify suspends your access to the Spotify Service, you agree that Spotify shall have no liability or responsibility to you and Spotify will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Spotify account, please [go here](#).

15. Warranty

We endeavor to provide the best service we can, but you understand and agree that THE SPOTIFY SERVICE IS PROVIDED “AS IS”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SPOTIFY SERVICE AT YOUR OWN RISK. SPOTIFY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, Spotify does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the Spotify 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 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. Some aspects of this section may not apply in some jurisdictions.

16. Limitation

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Spotify Service, the Third Party Applications or the Third Party Application content is to uninstall any Spotify software and to stop using the Spotify Service, the Third Party Applications or the Third Party Application content.

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 (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SPOTIFY 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; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SPOTIFY SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO SPOTIFY DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in these Agreements removes or limits Spotify's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

17. Entire agreement

These 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. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Spotify are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Spotify that are not contained in the Agreements.

Please note, however, that other aspects of your use of the Spotify Service may be governed by additional agreements. That could include, for example, access to the Spotify Community for customer support, access to the Spotify Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances, which are listed in full [here](#). Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms. Occasionally we may offer you the chance to participate in sweepstakes, contests, and surveys ("Special Promotions") through the Service. Special Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of a Special Promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

18. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the

remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

19. Choice of law, mandatory arbitration and venue

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Agreements are subject to the law of the State of California, United States, without regard to choice or conflicts of law principles. Further, you and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California or New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user, the following mandatory arbitration provisions also apply to you:

- i. You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Spotify are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your Spotify account. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the “AAA Rules”), as modified by these Agreements, and as administered by the AAA. You and Spotify agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.
- ii. You and Spotify agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Spotify Service are NOT subject to mandatory arbitration. Instead, you and Spotify agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in San Francisco County, California or New York, New York, and that applicable California and/or Federal law shall govern, without regard to choice of law principles.
- iii. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person’s claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
- iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA 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 limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA’s Consumer Rules with the remainder paid by Spotify. Any arbitration costs or fees deemed “excessive” will be paid by Spotify.

20. Local Country chart

This chart details the Spotify entity with which you are contracting by accepting these Agreements, depending on your Local Country of residence.

Local Country of Residence	Spotify entity
Australia or New Zealand	Spotify Australia PTY. Ltd., registration number ACN 154 200 941
Austria	Spotify Austria GmbH, registration number FN 354148 g
Belgium	Spotify NV, registration number 0841.023.949
Denmark	Spotify Denmark ApS, registration number 33785348
Finland	Spotify Finland Oy, registration number 2388862-0
France	Spotify France SAS, registration number 51193072900013
Germany	Spotify GmbH, registration number HRB 114 530 B
Liechtenstein, Luxembourg, Monaco and Andorra	Spotify AB, registration number 556703-7485
Netherlands	Spotify Netherlands B.V., registration number 34388788
Norway	Spotify Norway AS, registration number 994 445 820
Spain	Spotify Spain S.L, registration number B85346294
Sweden	Spotify Sweden AB, registration number 556786-5729
Switzerland	Spotify Switzerland AG, registration number CH-020.3.037.242-8
United Kingdom or Ireland	Spotify Limited, registration number 06436047
USA	Spotify USA Inc, registered in Delaware with registration number 4664052

Thank you for reading our Terms. We hope you enjoy Spotify.

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Spotify USA Inc., 76 9th Avenue
Suite 1110, 11th Floor

New York, NY 10011
USA

Spotify Terms and Conditions of Use

Effective as from 5 March 2014

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Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our [Privacy Policy](#) carefully. We hope you're sitting comfortably. Here we go...

1. Introductions

Thanks for choosing Spotify (“**Spotify**”, “**we**”, “**us**”, “**our**”). By using the Spotify service, websites, or software applications (together, the “Spotify Service” or “Service”), including by purchasing or receiving [Codes or Limited Offers](#), you are entering into a binding contract with our local company in your country of residence (your “Local Country”) if applicable or the company listed in this [chart](#). Your agreement with us includes these Terms and Conditions of Use (“**Terms**”) and our [Privacy Policy](#) (together with the [Mobile Terms](#) where applicable, the “**Agreements**”). If you don’t agree with these Terms, then please don’t use the Service.

We’re pleased to make our Service available to you. The Spotify Service includes social and interactive features.

In order to use the Spotify Service, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian’s consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws, and (c) be resident in the Local Country. You also warrant 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

Occasionally we may, in our discretion, make changes to the Spotify Service and Agreements. When we make changes to the Agreements that we consider material, we’ll notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

3. Enjoying Spotify

Here’s some information about all the ways you can enjoy Spotify.

3.1 Subscriptions

Spotify account holders may access the Spotify Service by any of our several Subscriptions:

- **Free Service:** an ad-based, free-of-charge service;
- **Unlimited Service:** a subscription fee-based service;

- **Premium Service:** an ad-free, subscription fee-based service which enables you to listen to music while not connected to the internet, among other features; or
- **Mobile Service:** via a supported mobile handset.

The Premium Service permits you to store cached content on up to three (3) personal computers, mobile handsets and/or other relevant devices (collectively “Devices”) while your Premium Service subscription is active. You may not transfer copies of cached content to any other device via any means. By using the Mobile Service, you agree to accept the Mobile Terms and to register for the Service as a mobile subscriber. The Premium Service and the Unlimited Service are hereinafter referred to as “Paid Subscriptions”

3.2 Codes and other Limited Offers

If you have purchased a code sold by or on behalf of Spotify for access to the Unlimited Service or Premium Service for the time period indicated on your email, card or paper receipt (“Code”), or if you are accessing the service through some other limited offer which you received or purchased from Spotify (“Limited Offer”), these Agreements apply to your access to the Service. Any separate sets of terms and conditions presented to you along with the Code or other Limited Offer also apply to your access to the Service using the Code or Limited Offer.

Subject to any rights you may have under Section 12, Codes are only redeemable in the country where you purchased such Code, not redeemable for cash and may not be returned for a cash refund, exchanged, resold or used to purchase other Codes.

3.3 Trials

From time to time, we may offer trials of the Premium Service and/or Mobile Service for a specified period without payment (a “Trial”). Spotify reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

For some Trials, we’ll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for

the Premium Service on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through your Spotify account's settings before the end of the Trial.

4. Licence and assignment

The Spotify Service and the content provided through it are the property of Spotify or Spotify's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial (except as permitted under Section 11) use of the Spotify Service and to receive the media content made available through the Spotify Service in your Local Country, based on the Subscription or Trial, you have selected (the "Licence"). This Licence shall remain in effect for a period of 20 years unless terminated by you or Spotify.

The Spotify software applications are licensed, not sold, to you, and Spotify retains ownership of all copies of the Spotify software applications even after installation on your Devices. Spotify may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Spotify trademarks, service marks, trade names, logos, domain names, and any other features of the Spotify brand are the sole property of Spotify. This Licence does not grant you any rights to use the Spotify trademarks, service marks, trade names, logos, domain names, or any other features of the Spotify brand, whether for commercial or non-commercial use.

You agree to abide by our [User Guidelines](#) and not to use the Spotify Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

Third party software libraries included in the Spotify Service are licensed to you either under these Terms, or under the relevant third party software library's licence terms as published in the help or settings section of our desktop and mobile client and on our website.

5. Third Party Applications

The Spotify Service provides a platform for third party applications, websites and services to make available products and services to you (“**Third Party Applications**”), and your use of these Third Party Applications is subject to their terms of use. You understand and agree that Spotify is not responsible or liable for the behavior, features, or content of any Third Party Application.

6. User generated content

Spotify users may post, upload and/or contribute (“post”) content to the Service, including pictures, text and playlist compilations (“**User Content**”). You are solely responsible for any User Content you provide and for any consequences thereof. You represent that you have the right to post any User Content which you post to the Service, and that such User Content, or its use by us as contemplated by this Agreement, does not: (a) violate these Agreements, applicable law, or the intellectual property or publicity rights of others; or (b) imply any affiliation, endorsement, approval or cooperation with you or your User Content by Spotify or any artist, band, label, entity or individual without express written consent from such individual or entity. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection with Spotify. This license lasts until you terminate your Spotify account, except in the case of User Content that you have published, made public and/or share with others. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the Spotify Service, except that, where applicable under Local Country law, you agree to waive your right to be identified as the author of any User Content on the Spotify Service and your right to object to derogatory treatment of such User Content.

Spotify does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Spotify’s sole discretion, violates these Agreements. Spotify may take these actions without prior notification to you. Removal or disabling of access to User Content shall be at

our sole discretion, and we do not promise to remove or disable access to any specific User Content.

Spotify is not responsible for User Content nor does it endorse any opinion contained in User Content. If you believe that any User Content infringes your intellectual property rights, please click [here](#), or if you believe that any User Content does not comply with the User Guidelines (Section 8 below) or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at legal-feedback@spotify.com.

7. Consideration

In consideration for the rights granted to you under these Terms, you grant us the right (a) to allow the Spotify Service to use the processor, bandwidth and storage hardware on your Device in order to facilitate the operation of the Service, (b) to provide advertising and other information to you, if you subscribe to the Free Service, and (c) to allow our business partners to do the same.

You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide licence to use, reproduce, make available to the public, publish, translate and distribute any User Content that you post on or otherwise provide through the Spotify Service.

These Terms are not intended to grant rights to anyone except you and Spotify, and in no event shall these Terms create any third party beneficiary rights. Any failure by Spotify to enforce these Terms or any provision thereof shall not waive Spotify's right to do so.

8. User Guidelines

We've established a few ground rules for you to follow when using the Service, to make sure Spotify stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

Spotify respects intellectual property rights and expects you to do the same. This means, for example, that the following is not permitted: (a) Copying, reproducing, "ripping", recording, or making available to the public any part of

the Spotify Services or content delivered to you via the Spotify Services, or otherwise any making use of the Spotify Service which is not expressly permitted under these Terms; (b) using the Spotify service to import or copy any local files you do not have the legal right to import or copy in this way; (c) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the Spotify Services or any part thereof; (d) circumventing any technology used by Spotify, its licensors, or any third party to protect content accessible through the Service; (e) renting or leasing of any part of the Services; (f) circumventing of any territorial restrictions applied by Spotify; (g) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the Spotify Service; (i) providing your password to any other person or using any other person's user name and password.

Please respect Spotify and other users of the Spotify Service. Don't engage in any activity on the Service or upload User Content, including registering and/or using a username, which is or includes material that (a) is offensive, abusive, defamatory, pornographic or obscene; (b) 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; (c) includes personal data of third parties or is intended to solicit such personal data, (d) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (e) is intended or does harass or bully other users; (f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or misleading; (g) uses automated means to artificially promote content; (h) involves the transmission of unsolicited mass mailing ("spam"), junk mail, chain letter, or similar, including through the Spotify inbox; (i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes; (j) promotes commercial products or services (except as permitted under Section 11); (k) interferes with the Spotify Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Spotify's computer systems or network, or breaches any of Spotify's security or authentication measures, or (l)

conflicts with the Agreement, as determined by Spotify. You agree that Spotify may also reclaim your username for any reason.

Please be thoughtful about what you make public on Spotify. The Spotify Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public, as further described in your account settings. Remember that shared or publicly available information may be used and re-shared by other users on Spotify or across the web, so please use Spotify carefully and manage your account settings regularly. Spotify has no responsibility for your choices to make any actions or material public on the Service.

Your password protects your user 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.

9. Copyright infringement

Spotify respects the rights of intellectual property owners. For details on Spotify's copyright policy, please [click here](#).

10. Technology limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, 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 Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Spotify Service or any function or feature thereof. You understand and agree that Spotify has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

11. Brand Accounts

If you establish a Spotify account on behalf of a company, organization, entity or brand (a “Brand Account”): (a) the terms “you” and “your”, as used throughout the Terms, apply to both you and the Brand (as defined below), as applicable; and (b) the following additional terms apply to your use of the Spotify Service for such purposes (the “Brand Account Terms”). To the extent of a conflict between these Brand Account Terms and the rest of the Terms, these Brand Account Terms shall apply, solely with respect to your Brand Account.

If you open a Brand Account, you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and to bind the applicable company, organization, entity or brand (the “Brand”) to these Terms. Spotify has no obligation to promote the Brand Account profile or Brand Playlists (as defined below) and reserves the right to remove or disable access to a Brand’s User Content or profile, consistent with these Terms.

In addition to the User Guidelines set forth in Section 8, the following additional guidelines apply to the Brand’s use of the Spotify Service under a Brand Account:

- Brand Playlists. “Brand Playlist” means any song compilation that a Brand creates using the Spotify Service. Unless the Brand has obtained all necessary rights and authorizations from all applicable artists, composers, publishers, labels and other relevant third parties with respect to a Brand Playlist: (a) the Brand Playlist may not be used for commercial or promotional purposes; (b) the name of the Brand Playlist may not include the Brand’s name or the name of any specific entity, brand product, or service; and (c) the Brand Playlists must consist of at least 20 songs and may not include more than one track by a single artist or band.
- Following. Unless the Brand has obtained all necessary rights and authorizations from the applicable user: (a) the Brand may only follow users who first follow the Brand; (b) the Brand may not follow artists; and (c) the Brand may not follow a user in any manner that implies an endorsement or relationship between the Brand and the followed user.

Spotify reserves the right to request that a Brand cease following any user(s), for any reason, in Spotify's sole discretion. In such event, the Brand must cease following such user(s).

- Sharing. Unless the Brand has obtained all necessary rights and authorizations from all applicable artists, composers, labels and other third parties: (a) the Brand may only share (including but not limited to posting and messaging on an automatic or individual basis) Brand Playlists complying with the Brand Playlist requirements above, but not individual songs; and (b) the Brand may not use the Spotify Play Button to embed Brand Playlists on the Brand's website(s), Facebook page(s) or other assets (but the Brand may use a Spotify link or Spotify Follow button on such assets complying with the Brand Playlist requirements above).

12. Export control

Spotify's products may be subject to U.S. export and reexport control laws and regulations, 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 reexport 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, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Spotify under these Agreements to any destination, entity, or person prohibited by the laws or regulations of the United States, 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 these Agreements.

13. Payments, cancellations and cooling off

If you reside in a Local Country which is part of the European Union and have purchased a Paid Subscription or Code online, you have the right to change your mind and receive a full refund within fourteen (14) days of purchase (the “Cooling-off Period”), but only if you have not logged in or otherwise redeemed or started to consume them.

If you have a Paid Subscription, your payment to Spotify will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your subscription page before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. However, if you cancel your payment and/or terminate the Terms after the Cooling-off Period is over (where applicable), and/or before the end of the subscription period, we will not refund any subscription fees already paid to us.

Spotify may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the Spotify Service after the price change takes effect, you accept the new price.

14. Term and termination

These Terms will continue to apply to you until terminated by either you or Spotify. Spotify may terminate the Terms or suspend your access to the Spotify Service at any time, including in the event of your actual or suspected unauthorised use of the Spotify Service or non-compliance with the Terms. If you or Spotify terminate the Terms, or if Spotify suspends your access to the Spotify Service, you agree that Spotify shall have no liability or responsibility to you and Spotify will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Spotify account, please contact us through the Customer Service contact form.

15. Warranty

We endeavor to provide the best service we can, but you understand and agree that THE SPOTIFY SERVICE IS PROVIDED “AS IS”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SPOTIFY SERVICE AT YOUR OWN RISK. SPOTIFY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, Spotify does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the Spotify 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 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. Some aspects of this section may not apply in some jurisdictions.

16. Limitation

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Spotify Service, the Third Party Applications or the Third Party Application content is to uninstall any Spotify software and to stop using the Spotify Service, the Third Party Applications or the Third Party Application content.

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 (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SPOTIFY 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; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SPOTIFY SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO SPOTIFY DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in these Agreements removes or limits Spotify's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

17. Entire agreement

These 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. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Spotify are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Spotify that are not contained in the Agreements.

Please note, however, that other aspects of your use of the Spotify Service may be governed by additional agreements. That could include, for example, access to the Spotify Community for customer support, access to the Spotify Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances, which are listed in full [here](#). Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms.

Occasionally we may offer you the chance to participate in sweepstakes, contests, and surveys (“Special Promotions”) through the Service. Special Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of a Special Promotion’s terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

18. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

19. Choice of law, mandatory arbitration and venue

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Agreements are subject to the law of the State of California, United States, without regard to choice or conflicts of law principles. Further, you and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California or New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user, the following mandatory arbitration provisions also apply to you:

1. You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Spotify are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your Spotify account. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the “AAA

Rules”), as modified by these Agreements, and as administered by the AAA. You and Spotify agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.

2. You and Spotify agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Spotify Service are NOT subject to mandatory arbitration. Instead, you and Spotify agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in San Francisco County, California or New York, New York, and that applicable California and/or Federal law shall govern, without regard to choice of law principles.
3. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person’s claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
4. Any arbitration must be commenced by filing a demand for arbitration with the AAA 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 limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the remainder paid by Spotify. Any arbitration costs or fees deemed “excessive” will be paid by Spotify.

20. Local Country chart

This chart details the Spotify entity with which you are contracting by accepting these Agreements, depending on your Local Country of residence.

Local Country of Residence	Spotify entity
Australia or New Zealand	Spotify Australia PTY. Ltd., registration number ACN 154 200 941
Austria	Spotify Austria GmbH, registration number FN 354148 g
Belgium	Spotify NV, registration number 0841.023.949
Denmark	Spotify Denmark ApS, registration number 33785348
Finland	Spotify Finland Oy, registration number 2388862-0
France	Spotify France SAS, registration number 51193072900013
Germany	Spotify GmbH, registration number HRB 114 530 B
Liechtenstein, Luxembourg, Monaco and Andorra	Spotify AB, registration number 556703-7485
Netherlands	Spotify Netherlands B.V., registration number 34388788
Norway	Spotify Norway AS, registration number 994 445 820
Spain	Spotify Spain S.L, registration number B85346294
Sweden	Spotify Sweden AB, registration number 556786-5729
Switzerland	Spotify Switzerland AG, registration number CH-020.3.037.242-8
United Kingdom or Ireland	Spotify Limited, registration number 06436047
USA	Spotify USA Inc, registered in Delaware with registration number 4664052

Thank you for reading our Terms. We hope you enjoy Spotify.

Copyright © 2012 Spotify AB. All rights reserved.

Spotify USA Inc.,
45 W. 18th Street,
7th Floor
New York, NY 10011
USA

Exhibit C

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mbleak

[Get Spotify](#)

You're logged in as **mbleak**. If you wish to switch to another user or create a new account, please [log out](#).

If you intend to use a payment method registered outside **USA**, you need to change your Spotify country to match. **USA**

1 Choose your payment plan

Monthly subscription

With an on-going monthly subscription you'll be charged each month after your trial ends. You can cancel your trial any time before it ends and no charges will apply. [Learn more](#).

30 days free**\$0.00***Start free trial*

2 Please select a payment method

VISA**MasterCard****AMERICAN
EXPRESS****PayPal****Sprint** **US Cellular**
data **T-Mobile**

3 Review your purchase

Premium 30-day Free Trial

\$9.99 + tax / month after trial period

\$0.00

Sales tax

\$0.00

Total

\$0.00[Continue](#)

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mbleak

[Get Spotify](#)

Upgrade to 30 Day Trial

Payment

30 day of recurring Spotify Premium	\$0.00
Sales tax	\$0.00
Total	\$0.00

Card number

We accept:

Expiration date
(MM/YY) /

CVC

[What is this?](#)

If you do not cancel your subscription before the end of the free trial the credit card you provide will automatically be charged the Spotify Premium subscription fee of US \$9.99 + \$0.00 sales tax per month, until you cancel. You can cancel at any time by [logging into your Spotify account](#) and follow the cancellation instructions. No refunds or credits for partial monthly subscriptions period. For complete terms and conditions, please see our [Terms of Service](#)

[Confirm payment](#)[Change payment method](#)

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Enjoy Spotify Premium!

Receipt

30 day of Spotify Premium	\$0.00
Sales tax	\$0.00
Total	\$0.00

Order number 242519682015
Date 2013-08-26
Payment method VISA **** * 8562
Email customer@spotify.com
Retailer Spotify USA Inc.
VAT number 80-0555431

This free trial premium account is now active. When the free trial period expires, this account will automatically continue as a Spotify Premium subscription billed monthly until canceled.

Your **Spotify Premium** subscription will be automatically renewed the 2014-01-27 and charged \$9.99 every 1 month, unless you cancel your subscription before that time.

A receipt will be sent to your email.

[Download Spotify](#)

and let the music begin!

Share the good news that you now got Spotify Premium!

[Tweet](#)[Share](#)



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Get Spotify

You're logged in as **mbleak**. If you wish to switch to another user or create a new account, please [log out](#).

If you intend to use a payment method registered outside **USA**, you need to change your Spotify country to match. **USA**

1 Choose your payment plan

Monthly subscription

With an on-going monthly subscription you'll be charged each month, and can cancel your subscription at any time.

\$9.99 / month
+ tax



2 Please select a payment method

VISA



AMERICAN
EXPRESS DISCOVER



PayPal



Sprint US Cellular Mobile
Carrier billing



3 Review your purchase

Spotify Premium monthly subscription

\$9.99

\$9.99 + tax / month

Listen on all your devices · Download music & listen offline · No ads & no commitment

Sales tax

\$0.00 / month

Total

\$9.99 / month

Continue



Features

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mbleak

Get Spotify

Upgrade to Spotify Premium

Payment

1 month of recurring Spotify Premium	\$9.99
Sales tax	\$0.00
Total	\$9.99



Card number

We accept:



Expiration date
(MM/YY)

 /

CVC

What is this?

You authorise Spotify to automatically bill your credit card each month, until you cancel your subscription. No refunds or credits for partial monthly subscription periods. You can cancel your subscription at any time by logging into your account and follow the cancellation instructions.

Confirm payment

[Change payment method](#)



Features

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Get Spotify

Enjoy Spotify Premium!

Receipt

1 month of Spotify Premium	\$9.99
Sales tax	\$0.00
Total	\$9.99

Order number 61289558993
 Date 2014-01-22
 Payment method AMEX **** * 1111
 Email customer@spotify.com
 Retailer Spotify USA Inc.
 VAT number 80-0555431

Your **Spotify Premium** subscription will be automatically renewed the 2014-02-22 and charged \$9.99 every 1 month, unless you cancel your subscription before that time.

A receipt will be sent to your email.



Download Spotify

and let the music begin!

Share the good news that you now got Spotify Premium!

Tweet

Share

Exhibit D

Spotify Receipt



Inbox x



 **Spotify** no-reply@spotify.com via email.news.spotifymail.com
to gregory.ingalls ▾

6/8/13 ☆



Hope you're enjoying your Spotify Premium 30-day free trial! Here's your receipt.

Email address: gregory.ingalls@colorado.edu

Username/ID: 1256702981

Date: 2013-06-08 17:25 UTC

Order ID: 206573817015

Payment type: VISA **** * 5011

Retailer: Spotify USA Inc.

Tax ID number: 80-0555431

Items bought: 30 day free trial (Spotify Premium)

Total: \$0.00

Thanks for trying Spotify Premium!

The Spotify Team

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For terms and conditions, please go to: <http://www.spotify.com/legal/new-30-days-free-trial-terms-and-conditions/>

This is an automated message, please do not reply. Spotify USA Inc., 76 9th Avenue, Suite 1110, 11th Floor, New York, NY 10011, USA

Exhibit E

From: Spotify <no-reply@spotify.com>
Sent: Monday, December 29, 2014 10:23 AM
To: tonyhong1026@gmail.com
Subject: Spotify Receipt



Enjoy your Spotify Premium Thank you for signing up for Spotify Premium! Here's your receipt and a playlist to get you started.



Top 100 tracks currently on Spotify

🎵 **Order ID:** 10466945902071
🎵 **Date:** 2014-12-29
🎵 **Username:** 127386445
🎵 **Payment method:**
🎵 **Items bought:** Spotify Premium
🎵 **Item price:** \$0.99 Sales tax 0.0%: \$0.00
🎵 **Total:** \$0.99

You've authorised Spotify to charge you automatically every month, until you cancel your subscription. You may cancel your subscription at any time by logging into your Spotify account at <https://www.spotify.com/account/subscription> and following the instructions.

Welcome to Spotify! -The Spotify Team

*If you have questions or complaints, please **contact us**.*

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c/o RL&F Service Corp., One Rodney Square, 10th floor, Tenth and
King streets, Wilmington, New Castle County, Delaware 19801,
USA Tax ID number: 80-0555431