

Vodafone Entertainment Terms and Conditions

The following terms apply to your purchase and use of the Vodafone Entertainment package:

- these terms for use of the entertainment package ("Terms");
 - terms provided by the relevant content provider ("Content Provider Terms") included below; and
 - your Price Plan, Airtime Conditions and Welcome Letter or Welcome Email ("Price Plan Terms").
- If there is any difference between what is said in these Terms then the terms shall apply in the following order: your Price Plan Terms; these Terms and the Content Provider Terms.

1. What is Vodafone Entertainment?

Vodafone Entertainment allows you to choose entertainment relating to music, sport and other content provided to you by third party content providers ("Content"). Vodafone Entertainment is available on a subscription basis and within various price plans. We provide you with the right to access the Content via the Vodafone network ("Services")

2. Cost of Service

2.1 **Where the Content is included as part of your Price Plan** you can select one Content pack at no additional cost. We supply a virtual Content pass on a monthly basis throughout the period Content is included in your Price Plan and the Content provider accepts that pass to give you access to your chosen Content. The Content will automatically expire after the term specified in your Price Plan Terms.

2.2 **Where the Content is selected as a monthly subscription** the cost of the Content will be confirmed to you at the time of taking out the subscription. We supply a virtual Content pass on a monthly basis for the duration of your subscription and the Content provider accepts that pass to give you access to your chosen Content.

3. Access to the Service

If you exceed any price plan data allowance when using the Content you will incur additional internet data charges. If you access the Content outside the UK then you may incur browsing, downloading and other internet data charges at the standard internet data rates for roaming. The Service is subject to network coverage, mobile equipment capability and the operating system installed on your mobile equipment.

4. Ending the Service

4.1 **Where selected as part of your 4G price plan** the Service can only be cancelled in accordance with your Price Plan Terms.

4.2 Where selected as a monthly subscription

4.2.1 Before you activate the Service, you can cancel your monthly subscription during the first 14 days following the date you first registered for the monthly subscription ("Cancellation Period"). We'll reimburse you for any

monthly subscription payments for the Service you have already made, provided the Service has not been activated.

4.2.2 After the Cancellation Period you can terminate your monthly subscription by contacting Vodafone at any time. The cancellation will take effect from the next monthly anniversary of the date you subscribed except where you cancel less than 48 hours before your next monthly anniversary date in which case cancellation will take effect from the following monthly anniversary. If you terminate your subscription you will not be entitled to any subscription refund.

4.2.3 To cancel or terminate your subscription either visit a Vodafone store or call 191 from your Vodafone mobile.

5. Sky Sports Entertainment Package

5.1 You can choose Pack 1 as your content option as part of certain price plans. You can also choose to purchase either Pack 1 or the full pack as a standalone option on a monthly subscription basis or if you already have Pack 1 included under your price plan you can choose to upgrade to the full pack for an additional monthly subscription fee. If you purchase Pack 1 as a standalone option and wish to upgrade to the Full Pack we suggest you first cancel your Pack 1 monthly subscription and wait until your subscription has ended before subscribing to the Full Pack or you will be charged for both packs. You will not receive any refund for any overlapping subscription where you have paid for more than one pack.

5.2 The Service is for use in the UK only. The Service can only be accessed on the mobile equipment connected with your Vodafone account. If you change your mobile equipment then you can continue to use the Service on your new mobile as long as it uses the same mobile number on Vodafone.

6. Spotify Entertainment Package

You can choose Spotify Premium as your content option as part of certain price plans. You can also choose to purchase Spotify Premium as a standalone option on a monthly subscription basis. The Service can be used on multiple compatible devices.

7. General

7.1 Third parties own the content of the products contained within the Vodafone Entertainment Package. The content is subject to change and we are not responsible for the content.

7.2 This Agreement is governed by English Law, unless (i) you live in Scotland, in which case it will be governed by Scots law, or (ii) you live in Northern Ireland, in which case it will be governed by the laws of Northern Ireland.

Registered Address: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, United Kingdom. Registered in England No. 1471587. July 2013

Sky Terms and Conditions

References below to "we", "us" or "Sky" mean British Sky Broadcasting Limited registered at Grant Way, Isleworth, Middlesex TW7 5QD under registration number 2906991.

These terms and conditions (the "Contract") set out terms on which we provide the Sky Sports Mobile TV service to you in accordance with your eligible Vodafone tariff. All payments for the Service are collected by Vodafone and your access to the Service is also subject to Vodafone's terms and conditions which are set out above.

For help with the functionality of the App or your login details you can contact Sky Sports Mobile TV customer service by telephoning +44 8442 411 531

Sky is not responsible for your mobile phone, the mobile network provided by Vodafone, the data services necessary to access the Sky Sports Mobile TV channels or collecting any subscription payments from you. Your separate contracts with them, including the terms and conditions set out above, cover these aspects ("Vodafone Contracts"). In order to use the Service, you will need to download the Sky Sports Mobile TV app (the "App") from your relevant App Store provider. You will need to set up an account to access the Service via the App. If you do not already have a Sky ID you will be able to create one by following the steps on screen. If you already have a Sky ID and password, you can sign in to use the Service with those details. The App/Service is only available on supported devices. If you change your handset or the software running on your handset, your new/updated handset may not be compatible with the Service and you may be unable to download the App or continue using the Service. The current list of supported devices can be found on the App description page within your relevant device application store.

By using this Service, you agree that we may use and share information we hold about you in accordance with Clause 6 below and Sky's privacy notice which can be found at <http://www.sky.com/privacy>.

If you download the App from iTunes the following important terms specified by iTunes apply:

"iTunes means iTunes S.a.r.l (registered number: RCS Luxembourg B 101 120), whose registered office is at 8 rue Heinrich Heine, L-1720 Luxembourg. These terms and conditions are between you and Sky and not between you and iTunes, though separate terms may apply between you and iTunes. Sky and its licensors are solely responsible for the App/Service and its content. iTunes has no obligation to provide any maintenance and support services with respect to the App/Service. To the maximum extent permitted by law, iTunes will have no other warranty obligation whatsoever with respect to the App/Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App/Service to conform to any warranty are Sky's responsibility.

iTunes is not responsible for investigating, defending, settling or otherwise discharging any claims by you or any third party relating to the App/Service (including any claims alleging that the App/Service infringes that third party's intellectual property rights or fails to conform to any applicable legal or regulatory requirement).

You represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

iTunes and Apple Inc., are each third party beneficiaries under these terms and conditions and shall have the right to enforce these terms and conditions against you as a third party beneficiary.

To the extent that the provisions of this section conflict with the remaining provisions of these terms and conditions the provisions of this section shall prevail.

1. The Service

1.1 The "Service" means the Sky Sports Mobile TV channel package option(s) we offer ("Option") and chosen by you. The Service enables you to access Sky Sports Mobile TV via the Vodafone network. You cannot choose individual channels within any Option.

1.2 The Service is variable. Sky may vary, replace or withdraw programmes, channels, content, and/or any facilities available on the Service without notice. All channels and programmes may differ from TV broadcasts and may be modified or made for mobile. We can vary or withdraw your Option. If we withdraw your chosen Option we will move you onto the nearest equivalent Option.

1.3 We may suspend the Service at any time to update the Service or for technical reasons.

1.4 The Service is subject to wireless internet connection, 3G and/or 4G coverage, handset capability and network availability. If the Service is suspended, interrupted or not available to you due to mobile network and/or wireless internet connection interruptions, we will not be responsible.

1.5 From time to time device manufacturers or the provider of the device operating system may impose changes that limit or restrict your use of the App/Service on that device. If this happens we'll try to notify you of these changes in advance, but as we have no control over these manufacturers and providers it may not always be possible to do so.

2. Information collected and stored on your device

2.1 In order to use the Service you will need to download and install the App on your compatible device via your relevant app store provider.

2.2 When you visit a third party website via a link or banner ad from within the App, information will be automatically collected by us through the App to track the number of visitors to the relevant website. These statistics will be supplied by us to our third party advertising business partners.

2.3 The information provided to your relevant App store provider upon registering for the Service will be collated and used by the relevant App store provider in accordance with their privacy policy.

3. Your use of the Service

3.1 You must ensure that your supported device meets (and continues to meet) the hardware, systems and software requirements for the App/Service as described at the time you download the App or any updates to the App.

3.2 You will not use the Service or any part of it other than for personal, non-commercial purposes in the UK.

3.3 You must not or authorise or assist any third party to:

- copy (except as permitted by law), redistribute or relay the whole or any part of materials included within the App or Service; or
- sell or make any charge for watching or using any part of the App or Service; or
- show any part of the App or Service in public to an audience, even if no charge is made; or
- use the App or Service for any improper or unlawful purpose; or
- access the Service or stream any content available via the Service from any device which is located outside of the UK or ROI

3.4 You agree to follow our reasonable instructions concerning your use of the Service.

3.5 If the Service incorporates user posting/upload functions, you must not post or upload any material that is defamatory, threatening, obscene, harmful, pornographic or otherwise illegal, or includes material which would violate or infringe in any way upon rights (including intellectual property rights, rights of confidentiality, or rights of privacy) of Sky or others or causes distress or inconvenience.

3.6 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the App or Service by you or any one you have allowed to use the App or Service on your compatible device.

4. Subscription Payments

4.1 Vodafone collects subscription payments on our behalf. All fees payable by you for your use of the Service are payable in accordance with your Vodafone Contracts.

4.2 If you have missed any payments you owe, we or Vodafone can suspend either the provision of the Service or your access to the Service without giving you notice. This does not affect our right to end this Contract under Clause 8 below.

5. Liability

5.1 We will not be responsible or liable under this Contract for any loss or damage caused by:

- failure, interruption or delays to the App or Service caused by events outside our reasonable control;
- your negligence or your failure to follow our reasonable instructions or the terms of this Contract;
- us or our employees or agents in circumstances where:
 - there is no breach of a contractual obligation or legal duty of care owed to you by us or our employees or agents;
 - such loss or damage is not a reasonably foreseeable result of any breach;
 - to the extent that such loss or damage results from any breach by you of this Contract;
- any incompatibility of the App or Service with any hardware and/or software on your mobile phone;
- any errors, viruses or bugs present in or arising from your use of the App or Service that are not caused by or attributable to us;
- any other matter that is outside of our reasonable control including without limitation, any act or default of any third party supplier, device manufacturer or provider of a device operating system.

5.2 We do not accept any liability under this Contract for any product or service advertised, promoted, offered or sold by third party service providers on the Service. While all reasonable efforts will be made to ensure that the information contained in the Service provided by us is as accurate as possible, we do not accept any liability and make no representations or warranties in relation to the accuracy or completeness of such information. Some of the content on the Service is provided by third parties. The availability of such content is outside our control and we will not be responsible for any suspension or loss of such content.

5.3 Nothing in this Contract limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.

5.4 These limitations do not affect your legal rights. If you require advice on your legal rights, you should refer to <http://adviceguide.org.uk>.

6. Privacy and Personal Information

6.1 You confirm that any member of the Sky group may use and share information we hold about you with other companies in the group and with Vodafone including for market research and the marketing of Sky's products and services. This may include sending you marketing by email or SMS about Sky Mobile TV or other similar products and services unless you advise us of your preference not to receive such forms of marketing.

6.2 Information held by the Sky group about you may also be shared with other companies outside the group, including for sales and marketing purposes and for market research on products and services, unless you advise us of your preference not to share such information with third party companies.

6.3 If you have not already told us that you do not want to receive marketing by email or SMS, or us to share information about you with companies outside the British Sky Broadcasting group, please contact Sky Sports Mobile TV customer service by telephoning +44 8442 411 531 or emailing apps@bskyb.com

7. Changes to this Contract

7.1 We may make changes to this Contract from time to time. We will give you one calendar month's notice of any changes that affect you.

7.2 If we reasonably believe a change will not disadvantage you we may include it without notice. Your first use of the App or Service after you have been notified of the changes will constitute acceptance of such changes.

8. Termination

8.1 Once you have selected to receive the Service, you will only be able to terminate or end your access to the Service in accordance with the terms of your Vodafone Contract.

8.2 We may suspend or end this Contract by giving you seven days' notice at any time if you break any of the terms in this Contract or any offer you have selected, or act in a way towards our staff or agents which we reasonably consider to be inappropriate.

8.4 The Service is made available via Vodafone's network under an agreement between us and Vodafone. If our agreement with Vodafone ends and the Service can no longer be provided to you, we or Vodafone will give you written notice of this fact and tell you the date that your Service will end. In respect of standalone subscriptions only Vodafone will refund any part of a subscription payment received by Vodafone that relate to the Service (or part of the Service) for the period after the Service ends.

8.5 If you no longer have the right to access the Service under your Vodafone Contracts or any of your Vodafone Contracts are terminated or suspended your access to the Service will automatically end or be suspended (as applicable) at that point

8.6 We will not refund any payments made to Vodafone for the Service if we end this Contract because you have broken a term in it.

9. Intellectual Property

9.1 All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the App or Service shall remain at all times vested in us or our licensors. You are permitted to use this material or content only as expressly authorised in writing by us or our licensors. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

9.2 If you become aware of any such distribution or commercial exploitation, you agree to notify us immediately.

9.3 You acknowledge that if you post materials via the Service or App, you grant to us and our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials as part of the App or Service and in any other manner. The licence extends to copying, distributing, broadcasting and otherwise transmitting and adapting and editing the materials.

10. Right To Transfer The Contract and Third Parties

10.1 We can transfer our rights and obligations under the Contract to any company, firm or person. We can only do this if it does not affect your rights under the Contract in a negative way.

10.2 The Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else and no third party is entitled to benefit under this Contract except pursuant to Clause 10.1.

11. Law

This Contract is governed by English Law. Any disputes can be dealt with by the courts in England and Wales or any other UK court that could lawfully deal with the case.

Spotify Terms and Conditions

Effective as from 18 December 2012 and current as of the date of receipt. The following Spotify Terms and Conditions are subject to acceptance of the Spotify Terms and Conditions on sign up to Spotify Premium through the Vodafone portal. 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](#) at [www.spotify.com/uk/legal/privacy-policy](#) carefully.

1. Introductions

By using the Spotify ("Spotify", "we", "us", "our") 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 Spotify Limited, a company registered in England & Wales with company number 06436047. Your agreement with us includes these Terms and Conditions of Use ("Terms") and our Privacy Policy (together with the [Mobile Terms](#) at [www.spotify.com/uk/legal/end-user-agreement/mobile-terms-and-conditions](#) where applicable, the "Agreements"). If you don't agree with these Terms, then please don't use the Service. 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 UK. 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

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 use of the Spotify Service and to receive the media content made available through the Spotify Service in the UK, based on the Subscription or Trial that you select (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](#) at Section 8 of these Terms 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 UK 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 go to [www.spotify.com/uk/legal/copyright-policy](#) 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 visit [www.spotify.com/uk/legal/copyright-policy](#)

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 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 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 or Vodafone (as applicable) will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription 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 contact Spotify support.

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 at [www.spotify.com/uk/legal/links](#). 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 laws of Sweden, without regard to choice or conflicts of law principles. Further, you and Spotify agree to the exclusive jurisdiction of the courts of Sweden to resolve any dispute, claim or controversy that arises in connection with these Agreements.

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