

Dear Sir/Madam,

#### PARENTAL AND/OR LEGAL GUARDIAN WRITTEN CONSENT AGREEMENT

This agreement ("Parent Consent Agreement") relates to a Spinnup customer that you are considered to be legally responsible for because they are under the age of 18 and therefore cannot provide the legal consent.

In order for the customer's music to be released via Spinnup's online distribution platform you, as the parent or legal guardian of the customer, need to complete and sign this Parent Consent Agreement.

Spinnup is an online distribution service that allows its customers to release recorded music on digital retail stores such as iTunes, Amazon and Spotify whilst being heard by a network of scouts who are linked to Universal Music Group. Spinnup's customer keeps 100% of their rights and they are paid 100% of their royalties. For more information about Spinnup please visit our website: <https://spinnup.com>

Please read this Parent Consent Agreement and Spinnup's [Terms and Conditions](#), [Acceptable Use Policy](#) and [Privacy Policy](#) (which can be found by following these hyperlinks and also as an attachment to this Parent Consent Agreement). This Parent Consent Agreement, Terms and Conditions, Acceptable Use Policy and Privacy Policy shall collectively be referred to as the "Agreement".

If you wish to give your consent, please complete and sign this Parent Consent Agreement and then return a scanned copy to [support@spinnup.zendesk.com](mailto:support@spinnup.zendesk.com).

Name of parent and/or legal guardian:	
Address of parent and/or legal guardian:	
Telephone number of parent and/or legal guardian:	
Email of parent and/or legal guardian:	
I am the lawful parent and/or legal guardian of:	
	("Spinnup Customer")
Date of birth of the Spinnup Customer:	
Place of birth of the Spinnup Customer:	

1. I represent and warrant that (a) I am the parent or legal guardian of the Spinnup Customer named above, (b) no court has issued any order, judgment, or decree granting custody of the minor to anyone else or otherwise affecting my rights as parent or legal guardian, (c) the Spinnup Customer has not been emancipated, (d) I have the legal right, power, and authority to consent to this Agreement (as defined above) on behalf of the the Spinnup Customer and myself, and (e) I am at least 18 years of age.
2. I allow the Spinnup Customer's name, region and age to be displayed on the Spinnup service.
3. I acknowledge that I have read, and I understand, this entire Agreement (as defined above). By signing below, I hereby consent to and approve in all respects the terms and conditions of this Agreement and the Spinnup Customer entering into the Agreement, and agree that both the Spinnup Customer and I shall be bound by all of its terms and conditions. I understand that this consent and approval is not revocable. I agree to defend, indemnify, and hold harmless Spinnup Services B.V. from and against all claims by third parties resulting from my or the Spinnup Customer's breach or alleged breach of this Agreement or any of the representations and warranties contained herein.

Full name and signature of parent and/or legal guardian:	
Date of signature:	

**SPINNUP'S STANDARD TERM AND CONDITIONS (IF YOU WOULD PREFER TO REVIEW AN ELECTRONIC COPY PLEASE VISIT: [HTTPS://SPINNUP.COM/TERMS-AND-CONDITIONS/](https://spinnup.com/terms-and-conditions/))**

Thank you for considering Spinnup as your distribution and discovery partner. Please read the following Spinnup Terms and Conditions carefully before agreeing to them.

**TERMS AND CONDITIONS**

These Terms and Conditions together with the [Privacy Policy](#) and [Acceptable Use Policy](#) govern the relationship between Spinnup Services B.V. whose registered address is Gerrit van der Veenlaan 4, 3743 DN, Baarn, Netherlands ("Spinnup", "us", "we" and "our") and you ("you", "your" and "Artist") in respect of your general use of the spinnup.com website ("Website") and your use of any content and/or purchase of any services featured on the Website ("Services"), including, without limitation, the distribution of the sound recordings that you submit to Spinnup at any time ("Recordings").

The Terms and Conditions, [Privacy Policy](#) and [Acceptable Use Policy](#) shall be collectively referred to as the "Contract".

**1. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

Our "create a release" pages will guide you through the steps you need to take to place an order and make a release with us. After you place an order, we will confirm our acceptance to you by sending you an e-mail ("Order Confirmation"). The contract between us will only be formed when we send you the Order Confirmation.

**2. OUR RIGHT TO VARY THESE TERMS**

(a) We reserve the right to amend, discontinue or terminate the Website and Services, or to amend the Contract at any time without notice. All such amended terms of the Contract will be effective from the date on which they are posted on the Website (except where local applicable law requires a longer notice period or other requirements) and every time you order Services from us, the terms of the Contract in force at the time will apply to the contract between you and us. By continuing to use or access the Website after we make such amendments, you agree to be bound by the amended terms and conditions. If we have to revise the terms of the Contract as they apply to your order for Services, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. You may not alter the terms and conditions of this Contract.

(b) If we terminate the Services and/or the Website during the term of the Contract in accordance with paragraph 2(a) above, we shall refund to you what you have paid to us less an amount which is in proportion to what has been performed until the Website and/or Services have terminated.

**3. TERM AND AUTOMATIC RENEWAL**

Unless cancelled or terminated under paragraph 2(a), 4, 7(b), 14(a), (b) or (d) or 16(d) the term of this Contract shall be one year from the date we send the Order Confirmation and will automatically renew for successive one year periods ("Contract Term") unless either Party provides written notice to the other Party to terminate this Contract at least 7 days before the next anniversary of this Contract.

**4. YOUR RIGHT OF CANCELLATION AND REFUND**

(a) You have the right to cancel any contract for Services within 14 days without giving any reason ("Cancellation Period"). The Cancellation Period will expire after 14 days from the day we send you the Order Confirmation.

(b) To cancel a contract for Services during the Cancellation Period, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact us at [support@spinnup.com](mailto:support@spinnup.com) or contact our Customer Services team by post to Spinnup Services B.V., FAO Business Affairs, Beaumont House, Kensington Village, London, W14 8TS. Please include details of your order in your letter or email to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

(c) If you cancel a contract for Services during the Cancellation Period, whether or not we have begun providing the Services to you, we will on your request reimburse you all payments received from you, together with any royalties which may have become payable during the period between the formation of the contract until you have communicated to us your cancellation of the contract. We will make the reimbursement using the same means of payment as you used for the initial transaction. We will make the reimbursement as soon as possible and in any event within 14 days of receipt by us of your decision to cancel the contract for Services and request for a refund.

**5. DISTRIBUTION OF YOUR RECORDINGS**

(a) We may appoint a third party distribution partner or another entity within our corporate group to provide all services associated with the distribution of your Recordings (including but not limited to the delivery of your Recordings, sales and usage reporting and take down requests) to our selected digital music stores which may include, without limitation, Spotify, Amazon, iTunes or such other music stores as we shall select from time to time ("Music Stores"). Such appointment will not affect your rights or our obligations under this Contract.

(b) The agreements between Spinnup or our appointed distribution partner, as applicable, and the Music Stores shall determine the terms on which your Recordings are sold or made available. You acknowledge that the Music Stores have the right to select in their own discretion if and to what extent they exploit your Recordings and that neither we nor our distribution partner (if any) can guarantee that your Recordings, or any part thereof, will be exploited by the Music Stores.

## 6. YOUR GRANT OF RIGHTS TO US

(a) In consideration of the sums payable to you and the services provided by Spinnup (or one or more of our sub-contractors) in respect of the distribution of your Recordings and all services associated with such distribution pursuant to the Contract, you grant to us, and our sub-contractors:

(i) a non-exclusive, irrevocable, transferable worldwide license (with a right to sub-license) to:

(aa) ingest, store, deliver, create digital master files, convert, adapt, encode and transcribe, use, reproduce, compile, distribute, display, publicly perform, communicate to the public, exhibit, broadcast, synchronise, transmit and make available the Recordings and other Materials (as defined below) for distribution through Music Stores by means of, without limitation, permanent downloads, temporary and/or conditional downloads, interactive streaming, non-interactive streaming and on so called "cloud" or "locker" services;

(bb) create specific ID files, including through fingerprinting, to identify your Recordings on Music Stores' servers;

(cc) perform metadata corrections (including spelling and genre correction) where necessary;

(dd) subject always to your prior written consent, create derivative works of your Recordings on certain Music Stores where such Music Stores provide for the creation and monetisation of remixes and other derivative works.

(ii) a non-exclusive, worldwide, royalty-free license to and to authorise Music Stores to use, perform and make available clips of your Recordings, artwork, any trademarks, service marks or trade names relating to you and the name, images and likeness of you and the band/artist whose performances are embodied in the Recordings in advertising, marketing and promotional materials related to your Recordings on the Website, our distribution partner's website, the Music Stores and their related websites and social networks' profiles only; and

(iii) all necessary consents and rights including, without limitation, under the Copyright, Designs and Patents Act 1988 ('Act') and any amendment or re-enactment thereof, to enable us to make the fullest possible use of the Recordings and other Materials (including without limitation the right to collect all income deriving from the Recordings distributed by us) in accordance with the provisions of this Contract including without limitation any and all consents required under Part II of the Act. For the avoidance of doubt, you will maintain ownership of your copyright at all times.

(b) To the extent you own or control any part of the publishing rights in any of your Recordings, you agree not to withhold such rights in any way that could frustrate the purpose of Spinnup's or our distribution partner's (as applicable) agreements with Music Stores in so far as it relates to the distribution of your Recordings on such Music Stores.

(c) You agree that you will not use the Website or Services to distribute, transmit or store any files or material that infringe copyrighted works or otherwise violate or promote the violation of the intellectual property rights of any third party. You agree that you will at all times abide by our [Acceptable Use Policy](#). You acknowledge and agree that Spinnup may disable access to and/or terminate your account and/or remove or disable access to any Materials you provide to Spinnup in the event that: (a) Spinnup has reason to believe (acting reasonably) that you have failed to clear any rights or pay any royalties in connection with any Materials; or (b) in Spinnup's reasonable opinion, the continuing availability of such Materials on the Music Stores may result in a liability to Spinnup; (d) such Materials contravene the Contract or are the subject of any suspected fraudulent activity, or (d) Spinnup receives any claim that, if true, would constitute a violation of your warranties hereunder.

(d) In the event that we are required to perform Catco/PPL registration on your behalf you grant us permission to act as rights holder for all submitted tracks. This copyright is for purely administrative purposes and is a legal requirement of the PPL. This does not affect any other copyrights mentioned in this Contract.

## 7. PRICES

(a) Service prices shall be listed at [www.spinnup.com](http://www.spinnup.com). Services carried out shall be as listed on [www.spinnup.com](http://www.spinnup.com) at the time of purchase. You shall pay Spinnup for the Services which shall include distribution of your Recordings. We are not obliged to provide any services above and beyond what has been paid for. Upon third party failure to fulfill any part of the Service we shall assist you to remedy or reduce such failure, but are not responsible or liable for such failure.

(b) We shall be entitled to increase our prices during the Contract term. If We do so, we will give you at least 60 days' prior written notice. During this notice period, you can choose to cancel the Contract on giving us at least 7 days' written notice.

## 8. REVENUE PAYMENTS

(a) Subject to paragraphs (b) – (e) of the condition 8, we will pay you 100% of your Net Revenues. Net Revenues will be paid and credited to your account and shall be made available on your request using the Spinnup wallet system that displays your current balance each time you log into your Spinnup account provided always that, at the time of withdrawal, the accumulated monies exceed €10 and provided further that you comply with the wallet rules as set out in the faq or help section of the Website. “**Net Revenues**” means Spinnup’s actual receipts from our distribution partner less any tax, fee or other charge related to the sale of your Recordings.

(b) You will be responsible for any third party charges attached to your withdrawal (including without limitation, bank charge and currency conversion fees). Only Net Revenues accumulated and reported to us by the distribution partners shall be paid to you upon your request. Sales and usage figures shall be made available online via our dashboard. We are not responsible for any third party system failures that may result in inaccuracies in respect of such reporting and/or sales figures.

(c) In the event that you owe us any amounts as a consequence of these Terms and Conditions, including, without limitation, any renewal payments due under paragraph 3 (Term and automatic renewal) and unpaid due to, for example, the failure of your credit card or other payment method, Spinnup shall have the right to deduct all or a portion of such amounts from any Net Revenues otherwise payable to you.

(d) In the event that we make an overpayment to you, we shall be entitled to deduct the amount of such overpayment or part of it from future Net Revenues.

(e) The Net Revenues reported and credited to your Spinnup wallet may be aggregated in a bank account until you withdraw it. Such bank account may pay interest on funds held within it and you agree that you will not receive interest or other earnings on the Net Revenues that Spinnup handles as your agent. In consideration for your use of the Services, you irrevocably transfer and assign to Spinnup any ownership right that you may have in any interest that may accrue on any Net Revenues held in such account.

## 9. YOUR OBLIGATIONS TO US

(a) You warrant, agree and undertake on behalf of yourself that:

- all of the Recordings, artwork, metadata, images and any other materials you provide to us (collectively “Materials”) are original to you and have not been copied from any third party;
- you own or control all rights in the Materials and that, in respect of any third party material embodied therein, you have obtained and will maintain at all times all licenses, permissions, consents or other authorisations (and you shall make any payments due in respect thereof) as are required to grant us the rights specified in this Contract;
- the Materials and the use thereof as contemplated under this Contract do not and will not infringe any copyright, trademark, design, database, publicity or other proprietary or intellectual property rights of any third party;
- the Materials do not include any material which is unlawful, harmful, threatening, defamatory of any party, obscene, facilitates illegal activity, harassing or racially or ethnically offensive;
- you will not submit any Recordings which embody compositions forming part of a dramatico-musical work such as an opera, operetta, ballet, musical, musical play or work of a similar nature;
- you are over the age of 18 and you are not under any disability, restriction or prohibition, whether contractual or otherwise with respect to your right, power and authority to enter into and perform this Contract; and grant the rights expressed in this Contract to be granted to us;
- the Materials do not contain any viruses or other programming routines that would detrimentally interfere with computer systems or data; and
- you will be solely responsible for reporting all earnings via Spinnup’s services to the relevant tax authority and all subsequent taxes payable in respect of your use of Spinnup’s services.

In the event that you are under the age 18 and would like to use the Service, you may contact us at [support.spinnup.com](mailto:support.spinnup.com) to submit a request. We will review each submission and, acting in our sole discretion, may accept the request subject to further terms and conditions that will need to be agreed between you and us.

(b) You shall provide accurate contact details for you and/or your representative(s). If supplied payment details are inaccurate any monies paid to you using these incorrect details shall be forfeited.

(c) You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all data, including metadata and any publishing and performer metadata, you submit to us;

(d) You will ensure that your Recordings are technically satisfactory for exploitation on the Music Stores and comply with any content guidelines and general policies of our distribution partner and the Music Stores (which can be provided to you on request).

#### **10. YOUR OBLIGATIONS TO OTHERS**

(a) You shall be solely responsible for securing and paying for digital mechanical, public performance and any other licenses (as applicable) required from musical composition copyright owners or their agents in connection with Spinnup's exploitation of rights under this Contract, as well as royalties due to artists, producers and other persons who performed in the making of the Recordings and all payments that may be required under collective bargaining agreements or pursuant to any statutory schemes. Without limiting the generality of the foregoing and notwithstanding any other provision of this Contract, you acknowledge and agree that Spinnup is not responsible to collect, administer or to make payments (i) in respect of any publishing rights in the musical compositions embodied in your Recordings (irrespective of whether you or another party owns or controls such rights), or (ii) in respect of any royalties due to any other aforementioned persons.

(b) For digital download sales in the United States of America, the payment you receive typically includes the mechanical revenue on the underlying composition. If you do not own or control the underlying composition(s) in your sound recording(s), it is your obligation to secure the mechanical licenses and to pay these publishing royalties to the person or entity that does. Outside of the United States, Spinnup customarily requires its digital distribution partners to secure and pay for music publishing licenses (and such license fees may or may not be deducted by the distribution partners concerned from the proceeds payable to Spinnup). If any distribution partner outside of the United States does not agree to secure and pay for music publishing licenses, Spinnup shall have the right, in its sole discretion, to either (i) decline to license such distribution partner or (ii) assume the responsibility to clear and pay for the music publishing licenses required in connection with such distribution partner's sales, which license fees Spinnup shall have the right to deduct from amounts payable to you hereunder. To the extent that Spinnup is required or elects, in its sole discretion, to pay any of the foregoing amounts, such payments will be deducted from any amounts otherwise payable to you hereunder.

(c) To the extent that Spinnup allows you to select certain Recordings that you have released through the Service to distribute free to fans or directly through the Website, you agree that you will be solely responsible for any of the above referenced third party license and payment obligations resulting from such deliveries.

#### **11. OUR LIABILITY TO YOU**

(a) We will do our utmost to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to our Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

(b) We will not be responsible for (i) losses (including any destruction, alteration or disclosure) that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, business, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect, incidental, special, exemplary, punitive or consequential losses or damages that were not foreseeable to both you and us when you commenced using the Services. You shall be solely responsible for maintaining updated back-up copies of all your data and Materials you submit to us.

(c) We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

(d) **NOT INCLUDING OUR OBLIGATION TO PAY YOU THE NET REVENUES, OUR TOTAL LIABILITY TO YOU IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED 100% OF THE PAYMENTS YOU HAVE MADE TO US.**

(e) Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

#### **12. SPINNUP SCOUTS**

We need to be clear that the Spinnup scouts are not acting on our behalf and therefore we are not responsible for how they interact with you, or the services that they provide to you. The Spinnup scouts are merely part of the wider Spinnup community and you will need to ensure that you are happy with any arrangements that you have in place with them. You should consider obtaining independent legal advice before signing or agreeing to anything with the Spinnup scouts.

#### **13. INDEMNITY**

You agree to indemnify us in full against any claims, actions, proceedings, liabilities, damages, losses, expenses or costs (including reasonable legal fees and costs) suffered or incurred by us as a result of your breach of any of the warranties or undertakings in this Contract, or any claims by any third party including but not limited to claims for infringement of any intellectual property rights, payment of outstanding debts for services provided or goods supplied by such third parties.

#### 14. ACCOUNT SUSPENSION AND TERMINATION

(a) This Contract may be terminated by you upon 7 days written notification (including notification by email) of such termination providing there are no outstanding payments due to us. Unless you request that the Services cease immediately, we shall continue to provide the Services until the end of the Contract Term but no further payments shall be taken from your chosen payment method. If you request that the Services cease immediately on termination, and in any event at the end of the Contract Term, we shall instruct our partners to remove Recordings from all platforms and we shall cease all exploitation, use and distribution of your applicable recordings but we are not responsible for third-party exploitation after the removal instruction has been sent.

(b) This Contract may be terminated by us upon 7 days written notification (including notification by email). Upon termination by us, we shall instruct our partners to remove the applicable recordings from all platforms but we will not be responsible for third-party exploitation after the removal instruction has been sent. We shall refund to you what you have paid to us less an amount which is in proportion to what has been performed until we have communicated to you our termination of the contract together with any royalties which may have become payable during the period between the formation of the contract until we have communicated to you our termination of the contract.

(c) Except where Services are cancelled in accordance with paragraphs 2(b), 4, 7(b) or terminated under paragraph 14(b) or 16(d), refunds shall only be given if we are proven to be in serious breach of this Contract.

(d) We have the right to suspend your account, terminate this Contract without notice and or withhold payments following any behaviour deemed by us as fraudulent, threatening, disrespectful or otherwise carried out by you or any associated parties. Further, in the event that there is any third party claim made against us, any of our associated companies or sub contractors, in respect of the Materials, without prejudice to any other rights we may have, we reserve the right to withhold payments from you until such claim is resolved.

(e) Spinnup reserves the right, acting in its sole discretion, to reject Recordings or any associated materials uploaded to the Service by you.

#### 15. CONFIDENTIALITY

(a) You agree that in the course of dealing with us pursuant to this agreement you may become aware of confidential information relating to our business or the business of our distribution partners. You shall keep such information confidential, except to the extent that such information is already in the public domain or is required to be shared by operation of law.

(b) You agree that we shall have the right to provide information related to the usage and sales of your Recordings, together with any supplementary data that we collect on your behalf as part of the Service, to third parties including but not limited to our distribution partner as we may appoint and the Spinnup scouts.

#### 16. EVENTS OUTSIDE OUR CONTROL

(a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract for Services that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

(b) An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, malicious damage, cyber-crime, war (whether declared or not) or threat or preparation for war, acts of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of utility services, transport or telecommunications networks, breakdown of plant or machinery or default of suppliers or their sub-contractors.

(c) If an Event Outside Our Control takes place that affects the performance of our obligations under a contract for Services:

(i) we will contact you as soon as reasonably possible to notify you; and

(ii) our obligations under a contract for Services will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

(d) You may cancel a contract for Services affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund the price you have paid, less an amount which is in proportion to what has been performed until you informed us of your decision to cancel the contract together with any royalties which may have become payable.

#### 17. SEVERANCE

Each of the paragraphs and sub-paragraphs of this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

#### 18. CHOICE OF LAW AND DISPUTES

This Contract shall be construed and performed in all respects in accordance with and shall be governed by the laws of England and Wales. You and we both agree that the Courts of England and Wales will have non-exclusive jurisdiction. In the event of a dispute between the Parties arising out of this Contract, you and we undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

#### 19. THIRD PARTIES

This Contract is between you and us. No other party shall have any rights under this Contract.

#### 20. ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

We may freely transfer or sub-contract the Services to any distribution partner or other entity within our corporate group. We may also assign, sub-contract and/or transfer our rights and obligations under this Contract wider than this to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this Contract.

**SPINNUP'S ACCEPTABLE USE POLICY (IF YOU WOULD PREFER TO REVIEW AN ELECTRONIC COPY PLEASE VISIT: [HTTPS:// SPINNUP.COM/ACCEPTABLE-USE-POLICY/](https://spinnup.com/acceptable-use-policy/))**

### ACCEPTABLE USE POLICY

This acceptable use policy together with the [Terms and Conditions](#) and [Privacy Policy](#) sets out the terms between you and us under which you may access our website [www.spinnup.com](http://www.spinnup.com) (our site) and use our services (as defined in our [Terms and Conditions](#)). This acceptable use policy applies to all users of, and visitors to, our site. Your use of our site and our services means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Terms and Conditions.

[www.spinnup.com](http://www.spinnup.com) is a site operated by Spinnup Services B.V whose registered address is Gerrit van der Veenlaan 4, 3743 DN, Baarn, Netherlands ("Spinnup", "us", "we" and "our").

### PROHIBITED USES

You may use our site and our services only for lawful purposes. You may not use our site or our services:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our [Terms and Conditions](#).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site or another site or software used in provision of our services in contravention of the provisions of our [Terms and Conditions](#).
- Not to access without authority, interfere with, damage or disrupt:
  - o any part of our site or another site or software used in provision of our services;
  - o any equipment or network on which any of the foregoing is stored;
  - o any software used in the provision of our site; or
  - o any equipment or network or software owned or used by any third party.

We may from time to time provide interactive services on our site, including, without limitation:

- Messaging;
- Commenting; and/or
- Bulletin boards.

**(interactive services).**

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to

use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions as well as any Materials (as defined in the [Terms and Conditions](#)) you submit to us must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site or our services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the [Terms and Conditions](#) upon which you are permitted to use our site and our services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site and/or our services.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs and expenses) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

## PRIVACY POLICY

### INTRODUCTION

We take your privacy very seriously, and take many steps to protect any personal information we may hold as a result of our interaction with you. Below is our privacy policy which sets out our data protection commitments, and the terms under which we may use and store any data relating to you and any transaction with us.

This Privacy Policy together with the [Terms and Conditions](#) and [Acceptable Use Policy](#) govern the relationship between Spinnup Services B.V. whose registered address is Gerrit van der Veenlaan 4, 3743 DN, Baarn, Netherlands ("Spinnup", "us", "we" and "our") and you ("you", "your" and "Artist") in respect of your general use of the spinnup.com website ("Website") and your use of any content and/or purchase of any services featured on the Website ("Services"). The Website is operated by Spinnup.

Spinnup, and our associated companies and labels (including the Universal Music group of companies and associated labels), respect the security and privacy concerns of users of this and all the websites we operate and/or control. Personal information collected through the Website will be controlled by Spinnup which is the data controller for the purposes of the data protection legislation ("the Legislation").

As Spinnup is part of a worldwide group of companies, it may be necessary from time to time for information to be transferred from the point of collection to a server located in another jurisdiction. Information will only be so transferred in circumstances where it is necessary to achieve the purposes set out in this Privacy Policy or the purposes made known to users at the time information is collected.

### GENERAL

By visiting and using the Website you affirmatively consent to our collection and use of your data so please read this Privacy Policy carefully and get in touch with us at [support.spinnup.com](mailto:support.spinnup.com) if you have any questions. Spinnup is a new service so as we learn new things and make our service even better, we may need to amend or update this Privacy Policy from time to time. Changes to this Privacy Policy are effective at the time they are posted and, where appropriate, the changes will be notified to you via email.

As a general rule, no personal information (i.e. name, address, telephone number, e-mail address) is automatically collected from users of the Website who are not registering with the service. However, when you register, personal information will be supplied by you and there may be other circumstances where you voluntarily supply personal information. In the event you do provide us with personal information this information will be kept secure and confidential. This information will be used for the purposes specified in this Privacy Policy and/or for any other purposes made known to the users at the time the information is collected. We follow strict security procedures for the storage and disclosure of information you have given us in order to prevent unauthorised access.

In order for you to use Spinnup's service, we need some of your personal data so that we can identify you amongst all of our other artists and users when we:

pay you;

report sales and usage to you;

send out your music to our distribution partners;

monitor your account;

provide you with help and support;

collect your subscription fees;

let you know about new services that we have; and

help you to sell your music.

If any provision of this Privacy Policy is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. Spinnup's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Privacy Policy is governed in all respects by the laws of England and Wales. You and we both agree that the Courts of England and Wales will have non-exclusive jurisdiction.

## **SIGNING UP, ACCOUNT SET UP AND PROVIDING YOU WITH SPINNUP'S SERVICES**

In order to provide you with our products and services, Spinnup will require some basic personal information from you. This information may include: the name of the person holding the Spinnup account, your postal address, your phone number, your email address, your credit or debit card information so that we can collect any fees that may be due from you to us, your bank or paypal account details so that we ensure that money can be credited to you from the sale of your music and some personal information so that we can ensure a secure way of retrieving your password or username for you if you forget them.

We may also need to collect some of your non-personal information including the track/ album details, artist information and the name(s) of the person or entity that owns and controls the rights to the tracks, albums and/or artwork that you upload to your Spinnup account. Such information may, without limitation, be used to monitor how certain albums and/or tracks are selling for ranking charts. Please note that by using the Spinnup service, you agree that Spinnup shall have the right to provide information about the sales of your recordings to third parties and to compile such information in charts and for other analytical purposes. From time to time Spinnup might also present you with a voluntary survey or questionnaire about our current or possible future services or products that asks for non-personal information from you.

We may use your information to prevent or detect fraud or abuses of the Website and enable third parties to carry out technical, logistical or other functions on our behalf.

## **SMS MESSAGES**

You do not have to provide your mobile phone number when you sign up to the service. If you do provide your mobile phone number to us you are agreeing that we may use this number to contact you by sending messages to your mobile phone. If you do not wish to receive any messages from us you should reply STOP to the SMS message that you receive from us.

## **SHARING OF INFORMATION**

By signing up you are agreeing to the use of your personal information (as provided by you) as set out in this Privacy Policy. You agree that we may pass your information to other companies and labels within the Universal Music group and that other Universal Music group companies and labels shall be entitled to use your information in the same way as you have consented to us using it (including contacting you about the products and services of other companies where you have consented to us contacting you about other products and services).

Other than as set out in this Privacy Policy, it is our policy to not pass your information to any third parties save where it is required to complete any transaction, where we are required to do so by law or where you have positively indicated that you consent to us doing so (including in your data preference settings). We may however market third party products or services that are expressly connected with the services provided to you. We may also, occasionally, include advertising for third party products or services on the Website, or in newsletters or other emails you receive from us.

We also share your personal information with our scouts and our distribution partner in order for you to have the opportunity to get help with marketing, distributing and promoting your music. Our scouts will also receive a report on the number of sales your music generates and other information that we provide them from time to time in order for us and the scouts to be able to offer you the best service possible.

We will from time to time engage certain other companies and individuals to perform certain functions on our behalf such as payment processing, delivery of products to distribution partners and the provision of usage and sales reporting and providing customer services. These companies will have access only to your personal information needed to perform their functions and may not use it for other purposes. Further, they are required to process your personal information in accordance with this privacy notice, in accordance with our instruction and as otherwise provided for in the Legislation.

We may disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

If Spinnup or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [Terms and Conditions](#) and other agreements; or to protect the rights, property, or safety of Spinnup, our artists, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **OUR USE OF INFORMATION**

The information collected is used to provide users of the Spinnup service with the products or services they have requested, to customise the user's online experience and to improve the content of the Website and the products and services which are available through Spinnup's offering. Other uses of this information include the internal review of the webpages visited, tracking the progress and number of entries in promotions and contests, monitoring the interaction between users and Spinnup's scouts, tracking the number of users of the site and where appropriate, services purchased through the site. Note that in order to keep our registered users informed about the operation of our services, we may send emails and announcements that are needed for the proper functioning and administration of our sites and service.

If at any time you wish to stop receiving marketing information from us just reply to the e-mail address at the bottom of each e-mail you receive or email the address at the start of this Privacy Policy.

## **MESSAGING AND COMMUNICATING WITHIN OUR SERVICE**

Our service provides the unique opportunity and platform for artists to meet talent scouts and we are always looking for ways to help you and your creative endeavours. In the event that we build functionality and community focused services to facilitate such opportunities such as blogs, news boards, instant messaging and other similar services, you should be aware that any information you share is visible to other users. Please note that information that you share on one of these forms of communication can be viewed, obtained or used by others to contact you. By accessing these features and disclosing personal information, you affirmatively consent to the distribution of your personal information. Spinnup is not responsible for the personally identifiable information you choose to submit in these forums and you are solely responsible for any content that you post there, including, but not limited to, any personal information that you choose to reveal. In using any of these services, you agree that you will not use them for any purpose that is unlawful or in violation of Spinnup's [Terms and Conditions](#). Please note that Spinnup may, in its sole discretion, monitor postings in these forums to assure that users are complying with the Spinnup's [Terms and Conditions](#).

## **TRANSACTIONAL INFORMATION**

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you provide to us as part of the sales transaction.

When we confirm your order we will show only the last four numbers of the credit or debit card used to pay for the purchase. We transmit the full card details as required by the appropriate credit/debit card company when processing the order and payment and will check the payment details provided are valid. You consent to such checks being made. In performing these security checks personal information provided by you may be disclosed to a registered Credit Reference Agency. They may keep a record of that information. These checks are performed only to confirm your identity and that the payment details provided are valid. We do perform or ask the Credit Reference Agency to perform a credit check.

If you use a shared computer to access the Website and to register you should always make sure you sign out of your account once you have finished and you must keep your account information private and confidential.

## COOKIES

The Website uses cookies to distinguish you from other users. A cookie is a small text file that can be stored on your computer's hard drive. It may be stored and updated at various times as you access the Website. Each time you visit the website, the server may deliver certain customised information to your computer based on the data stored in your cookie. This allows Spinnup to tailor the service to your preferences and to enhance your experience at the Website. You are not obliged to accept a cookie and you may modify your browser so that it will not accept cookies. If you wish to purchase any items on the Website you need to ensure that cookies are enabled. If, however, you do not want to accept cookies please use the help tools provided with your internet browser to find out how to achieve this.

We never use cookies to retrieve information from your computer which was not originally contained in the cookie. We use cookies and IP addresses for system administration and to monitor aggregate non-personalised information (such as anonymous statistics related to the take up or use of services, or to patterns of browsing). Certain non-personal information about users is recorded by the standard operation of Universal's internet servers. Examples of this type of information include the type of browsers being used, its operating system and the domain names (not e-mail addresses, where possible) of users.

## THIRD PARTY COOKIES

When you visit the Website a snippet of code (often called a 'pixel', 'beacon' or 'tag') may set or retrieve an anonymous user ID stored in a cookie on your computer by a third party advertising network. By assigning a single anonymous user ID that can be accessed by any website, these companies enable advertisers to target appropriate adverts to you across a large network of websites and monitor which adverts you see.

This data is completely anonymous and associated only with your browser / device. Spinnup will not supply any personal information we may also have about you. In some cases these advertising networks may receive your IP address as part of the process of displaying adverts, but this is not data Spinnup will provide.

These third party cookies cannot be used to identify an individual user, but only for statistical purposes, for example, in providing you with advertisements that are more relevant to your interests. Additionally, the companies that generate these cookies have their own, very strict, privacy policies but we don't have access to these cookies; other than allowing them to be served, we have no role to play in these cookies at all (although we may use statistical information arising from these third party cookies and provided to us by third parties, to improve the targeting of advertisements to users). If you wish to block third party cookies, you can do so in your browser's security settings – indeed, the majority of browsers will block them by default.

## ADVERTISING ON THIS WEBSITE

We may feature advertising in the Website. This may feature or relate to products or services offered by other companies within the Universal Music Group or by third party companies. The advertising may be static or may link to external website. Save as otherwise provided in this Privacy Policy and your preference Spinnup does not provide any personal information to these advertisers or third-party websites.

These advertisers, or internet advertising agencies working on their behalf and the website to which the advertising may link, may use technology to send (or "serve") the advertisements that appear on the Website directly to your browser. They will automatically receive your IP address when this happens. They may also use other technologies within the advertising or the website to which it links (such cookies, JavaScript, web beacons) to assess the effectiveness of the advertising and to 'personalise' the products and services shown in the relevant advertising or on the relevant website to which the advertising may link.

Spinnup does not have access to or any control over these technologies and their use. Please refer to the privacy policies of these advertisers for information about how any information you provide through the advertising may be used.

## FORWARDING WEB PAGES

If we provide you with the opportunity to refer a friend to the service via email, we will need to collect your email address and the email address of those to whom you send the page. We will only use the email address to send the webpage, and the addresses will be deleted once the page has been sent. However if you have opted in to receive information and promotions from us as set out above using the same email address, we will retain your email address for this purpose unless and until you notify us that you wish to stop receiving information from us.

## WEBSITE AND LINKS TO EXTERNAL WEBSITES

We may incorporate links to websites not owned or controlled by Spinnup including through advertising featured on this website. Spinnup is not responsible for the content of any external websites and is not responsible for the data collection practices of any external website.

## **SECURITY**

Whenever we obtain your personal information we take reasonable precautions to protect it from unauthorised access or disclosure, but we cannot guarantee the security of your personal information transmitted over the internet. We accept no liability for any disclosure of data due to errors in transmission, unauthorised third party access or other acts of third parties, or acts or missions beyond our reasonable control.

## **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [support.spinnup.com](mailto:support.spinnup.com).

## **ACCESS TO INFORMATION**

The Legislation gives you the right to access information held about you. Your right of access can be exercised in accordance with the Legislation and any access request may be subject to a fee of £10 to meet our costs in providing you with this information.

## **QUESTIONS AND CONTACT**

If you have any questions or concerns about the privacy of your personal information while using the Website, please feel free to contact us at [support.spinnup.com](mailto:support.spinnup.com).