

GENERAL AFFILIATION AGREEMENT

This General Affiliation Agreement (hereinafter the “GAA” or “the Agreement”) is proposed to any Developer (as defined in the Terms of Use of “Deezer for Developers”) who uses the Deezer API and therefore gave its express consent to the Terms of Use of “Deezer for Developers” and registered itself with Deezer to this end.

PREAMBLE

The website <http://www.deezer.com> (hereinafter the “Site”) is an interactive and social musical website, edited by BLOGMUSIK, a French corporation registered under number B 495 246 308, with its principal offices located at 12 rue d’Athènes 75009 Paris, FRANCE. BLOGMUSIK is hereinafter referred to as “Deezer” for this GAA.

Under the Terms of Use of “Deezer for Developers”, Deezer offers Developers an access to a certain number of contents (including music tracks and related content such as covers, titles, etc. together referred to as the “Deezer Content”), features or functionalities of the Deezer music services (hereinafter “Service(s)”) available through the Deezer’s Application Programming Interface (hereinafter “Deezer API”) in order to develop or customize a website or application (hereinafter together “Application(s)”). Access to the Deezer API is strictly subordinate to the full acceptance of and compliance at all times with the Terms of use of “Deezer for Developers” available on the Site to every Developer.

Developers using the Deezer API can enter Deezer’s Affiliation Program in case the Application or website they make available to the public allows the recruitment of new subscribers to Deezer’s paying services Premium and Premium+ (the “Affiliation Program”).

The Developer recognizes that its participation in Deezer’s Affiliation Program must be done loyally, in accordance with the legislation in force, and in compliance with this GAA.

1. Subject

The subject of this GAA is to define the conditions under which the Developer adheres to and participate in the Affiliation Program set up by Deezer.

2. Preconditions for participation

The Developer shall be either a natural person or a legal entity.

When Developer is a professional entity, Deezer and the Developer expressly agree, as permitted under Article 1369-9 of the French Civil Code and for the purpose of enforcing the GAA, to exclude the application of the provisions of Articles 1369-5 of the French Code Civil, and paragraphs 1° to 5° of Article 1369-4 of the French Code Civil.

3. Registration

In order to participate in the Affiliation Program, the Developer must first fill-in the registration application form provided by Deezer's website and then confirm this consent by clicking on the « I accept » button. After receipt of this application and approval by Deezer (such approval to be at all times fully at Deezer's sole discretion), an account is opened in the Developer's name.

The Developer hereby confirms its full and complete adherence to this GAA at all times.

More specifically, Deezer reserves the right to reject, at its sole discretion, any application to the Affiliation Program, in particular when the requests are related to Applications which:

- do not comply with the laws and regulations in force and/or violate third parties' rights,
- are not adapted to the sale or promotion of the Services, or which may harm Deezer image.

4. Developer's Obligations

The Developer undertakes to:

- use the Deezer Content and/or tools put at its disposal by Deezer in accordance with the Terms of Use of "Deezer for Developers" and this GAA, and more generally in compliance with the business standards of the Internet and the legislation in force,
- proceed without delay with the updating of all information transmitted to Deezer or necessary for Deezer under this Agreement,
- satisfy any reasonable request from Deezer in the event Deezer considers that the Developer has not fulfilled any of its obligations, including any request to modify its Application in case they would not comply with the GAA.
- when the Affiliation Commission due by Deezer to the Developer (as defined below in Article 7) is equal to or above € 100 (one hundred Euros), edit the invoices related to its activity through the interface made available by Deezer. Pursuant to Article 7, Deezer shall then calculate the exact amount due to the Developer according to the Developer's activity statistics, and, within 30 (thirty) days, send the Developer the invoice and pay the corresponding amount.

For the avoidance of any doubt, after the invoice is edited, sent, and paid by Deezer, the Developer's activity statistics shall be reset at zero.

The Developer declares and guarantees that it has proceeded and shall proceed, at its sole expense and responsibility, to all relevant administrative processes and declarations with the authorities of his country (in particular tax and social authorities, including bodies responsible for collecting social and social security contributions), and/or which are necessary to its participation in the Affiliation Program.

Deezer may not be held responsible in any way for the compliance of the Developer to any local obligation towards tax and social authorities with respect to the revenues made by the Developer through this GAA, in particular due to failure to comply with these obligations by the Developer.

5. Liability

5.1

The Developer is responsible for verifying that it is respecting all of the technical prerequisites necessary for the implementation of the Affiliation Program (and notably the tracking identifier).

The Developer is responsible for the accuracy and updating of all of the information concerning its Developer account with Deezer.

Generally, the Developer shall thoroughly comply with all legal and regulatory obligations applicable to its activity under the applicable law and any other legislation to which it is subject, and notably the making available of the website or Application.

5.2

Deezer shall do its best efforts to perform its obligations under this GAA with all possible care and respect of the industry standards.

The Developer expressly recognizes that according to the current state of the art, the proper operation of the Services offered by Deezer depends on factors which are not entirely under its control.

Consequently, Deezer may not incur any liability for a malfunction of its Services unless the Developer is able to demonstrate gross negligence or fraudulent actions by Deezer.

Deezer may not be liable for:

- the content or any other documents, data or information of any nature over which Deezer does not have any control and which is offered, exploited or put into use by the Developer on its Application,
- any harm or problem related to the use of the service attributable to end users not respecting the conditions of use of the Service,
- the use by the Developer of the tools put at its disposal by Deezer and any harm which may result from such use,

- generally, problems resulting from the use of the Services which are due to the failure by the Developer to respect the technical requirements of Deezer and/or by end users not respecting the Terms of Use and Sale of the Services.

5.3

The Developer represents, warrants and agrees that it owns or controls all the rights necessary to make available its Application to the public.

[The Developer will indemnify and keep Deezer harmless, without limitation, from any and all damages, losses, costs (including legal fees, court costs, sums laid out in the context of a pre-litigation procedure and a transactional agreement) and expenses incurred, suffered or expended by Deezer as a consequence of any third party's request or claim of any nature relating to or arising out of any content, service, product or right of any nature owned, offered, exploited or used by the Developer via its Application (including the domain name(s) chosen by the Developer), and as a consequence of any allegation of facts that would constitute a breach of the Developer's warranties, representations or obligations in this Agreement.

In such case Deezer reserves the right at all times to:

- suspend and/or terminate this GAA without warning and without any sort of compensation.
- retain any amount due to the Developer.

In the event of non-fulfillment, in whole or in part, by the Developer of any of its obligations under this GAA, Deezer's liability may not be sought by the Developer, and the Developer shall therefore not be entitled to claim or require Deezer's compliance with this GAA.

Deezer shall not be liable to the Developer or any third party for any loss of business or profits, or replacement costs, or for any indirect, consequential, incidental, punitive, or special damages, regardless of the form of action, whether in contract or in tort, including negligence, even if Deezer has been advised of the possibility of such damages. In addition, Deezer will be liable for the consequences of any interruptions or errors, or for any lost data or content caused by the Developer's products, services, websites and/or Application.

Deezer shall not be held liable for malfunctions in the Affiliation Program, infractions resulting from the undermining of the normal operation of the Developer's Application, losses of data and/or contents, losses caused to interfaces and exploitation and/or hosting systems, as well as to computer projections systems, attacks on information or electronic communication materials or from its consequences with regard to third parties.

Likewise, Deezer may not be held liable in the event of a temporary interruption in the Service(s) due to maintenance or development operations.

In the event that Deezer is held liable on any ground, the total amount of compensation which Deezer may be required to pay to the Developer may not exceed the total amount paid by Deezer to the Developer under this GAA during the last six (6) months prior to the claim.

6. Insurance

The Developer declares that it is insured by an insurance company known to be solvent for all of the harmful consequences of actions for which it may be held liable under this GAA.

7. Financial Conditions

Deezer undertakes to:

- provide the Developer with an interface granting it online access to the statistics related to the number of Recruits (as defined below), access to this interface being achieved through a user name and password transmitted by Deezer to the Developer as part of the Registration process.

7.1. Affiliation Commissions

End users of the Developer's Application directly accessing the Service and identified as such thanks to the "tracking identifier" may subscribe to Deezer's paying Services (Premium or Premium+ Services) through the said Application (hereafter the "Recruit(s)").

Where a Recruit subscribes to the Deezer paying Services for a minimum of 3 (three) full consecutive months (but excluding any free trial period, i.e. the Subscriber shall be considered as a Recruit only once he has converted his free trial into a paid subscription) and pays the corresponding subscription fees, Deezer shall pay to the Developer, for each Recruit:

- For a subscription by the Recruit to the Deezer Premium Service: the full monthly retail price of such subscription, as applicable in the country concerned, VAT (or its local equivalent) excluded;

- For a subscription by the Recruit to the Deezer Premium+ Service: the full monthly retail price of such subscription, as applicable in the country concerned, VAT (or its local equivalent) excluded.

Notwithstanding the aforementioned paragraphs, if an end user uses Deezer Services through the Developer's Application and keeps on using the Free Service for more than 3 (three) months without subscribing to the paying Services, the Developer shall receive no commission, even if the end user in question later becomes a Recruit through the Developer's Application.

In the event of a change in the retail prices of the Premium or Premium+ subscriptions for any reason (including but not limited to a modification of the rate of the VAT or its local equivalent) during the first 3 (three) consecutive full months, or if a Recruit upgrades from Premium service to Premium+ service or downgrades from Premium + to Premium service during the first 3 (three) consecutive full months, Deezer shall pay to Developer the average amount paid by the Recruit to Deezer during the said 3 (three) months, less VAT or its local equivalent.

This amount shall be the full and definite amount paid by Deezer to the Developer with respect to paid subscriptions by Recruits to the Deezer Services (even the End Client keeps subscribing Deezer Services during several months). For the avoidance of doubt, the Developer shall not be entitled to any further amount, and notably notwithstanding the fact that the Recruit may remain on the Deezer Services, or later renew their subscription, after the first 3 (three) months of their subscription to the Deezer Services.

Deezer shall pay to the Developer the Affiliation Commission due under this Agreement within 30 (thirty) days following issuance of corresponding and correct invoice by the Developer. Incorrect invoices shall not be processed by Deezer.

All payments due by Deezer to the Developer are processed by PayPal in Euros or U.S. Dollars, or in any other currency supported by Paypal services at Deezer's sole discretion. Therefore, it is the Developer's responsibility to register to Paypal and open an account on this service prior to issuing the first invoice. Any invoicing and transaction costs are borne by the Developer (in particular, consent to and acceptance of this GAA carries and implies consent to and acceptance of PayPal Terms and Conditions as described at the following URL address :

https://cms.paypal.com/cms_content/US/en_US/files/ua/ua.pdf).

7.2. Exclusion of the Affiliation Commission

Only the subscription by Recruits to Deezer's paying Services for more than 3 (three) consecutive months shall trigger the payment by Deezer of the Affiliation Commission.

In case a user of the Developer's Application registers to Deezer's Site through the said Developer's Application but becomes a paying subscriber to the Deezer Services directly through the Deezer Site (or the Deezer application, as edited and published by Deezer) or through a other third party Application, the Developer is not entitled to any payment.

If an invoice issued by the Developer shows an amount to be paid to the Developer of less than one hundred (100) Euros (VAT excluded), Deezer will be discharged of its obligation to pay the said invoiced amount within thirty (30) days of receipt of said invoice, and will instead carry it over to the credit of the Developer in the following account statement.

If the amount, to be paid thereafter remains below the aforementioned limit of one hundred (100) Euros, Deezer shall pay the amount owed to the Developer on the earlier of the end of each contractual year or the expiration or termination of this GAA.

8. Personal Data

The Developer undertakes to respect all applicable regulation on personal data.

Deezer is the sole owner of the database made up by the collection of information from Deezer users and subscribers, including those who registered or subscribed to Deezer Services through the Application of the Developer.

9. Duration and Termination

The GAA enters into force from the acceptance date of the present GAA by the Developer on the Back Office, and shall stay in full force and effect as long as the Developer is bound by the Terms of Use of “Deezer for Developers” and uses the Affiliation Program.

9.1. Termination on the initiative of one of the Parties

The GAA is entered into for an indefinite duration. Either Party may terminate this Agreement at any time by email and/or through the interface made available by Deezer to the Developer, with a 1 (one) month prior notice, and without any other form of compensation than the amounts which would still be due by Deezer to the Developer under this Agreement.

9.2. Termination for lack of revenue

In the event the Developer does not generate any subscription for a period of 1 (one) year, Deezer may terminate this GAA without prior notice by email and/or through the interface made available by Deezer to the Developer.

In such case, Deezer shall edit an invoice in the due amount and pay the said amount to the Developer within 30 (thirty) days of termination of this Agreement.

9.3. Termination due to breach

In the event the Developer fails to respect any of the terms and conditions of this GAA, Deezer reserves the right to terminate it without notice and compensation.

Such termination shall in that case be without prejudice to the rights that may have accrued under this Agreement to Deezer up to the date of the termination, including but not limited to rights with respect to any and all claims, request, or any other form of reclamation that Deezer may bring against Developer or any other third party under this Agreement.

10. User Name and Password

The user name and password transmitted by Deezer to the Developer are used under the sole responsibility of the Developer, who must not under any circumstances transmit them to a third party.

In the event of any actual or threatened unauthorized use of its user name and password by a third party, the Developer must immediately inform Deezer by registered letter and/or email.

Unless Deezer does not react and take the appropriate measure within 72 (seventy-two) hours of notification by the Developer of said unauthorized use of its user name and password, any use of the user name and password on the Deezer Services shall be conclusively assumed to constitute use solely by the Developer.

11. Independence of the Parties

No provision or term of the GAA shall be interpreted or construed as making one Party the proxy, agent or legal representative of the other Party.

In particular, no provision or term of this GAA shall be interpreted or construed as creating a partnership, joint venture, franchise or any other tied link between Deezer and the Developer.

12. Transfer of the GAA

Under no circumstances shall the GAA be subject to any transfer or assignment by the Developer to any other person, firm, or entity, whether for valuable consideration or free of charge, without the express prior approval from the other Party in written form. Any attempt at assignment in violation of this Clause shall be null and void.

Notwithstanding the foregoing, Deezer may assign this Agreement to its Affiliate or to a third party without such consent in the event of a merger, reorganization or sale of all or substantially all of such Party's assets or voting securities, provided that the assignee assumes all the responsibilities and obligations provided herein.

13. General Information

The waiver, express or implied, by either Party of any of its rights under this GAA or any breach of this Agreement by the other Party will not waive any other right under this Agreement or subsequent breach by such Party of the same or a different kind.

In the event any provision of this GAA is held by a court or other tribunal of competent jurisdiction to be unenforceable, inapplicable, or illegal such provision shall be deemed null and void, unless the Parties agree to reform it only to the extent necessary to make it enforceable, and the other provisions of this Agreement will remain in full force and effect.

Deezer reserves the right to modify this GAA at any time. The GAA being accessible on the Deezer Site, it is the Developer's responsibility to consult it on a regular basis.

Deezer shall nevertheless inform the Developer by any means of any substantial modification of this Agreement, such changes entering into force upon their putting online on the Deezer Site.

14.Applicable Law - Assignment of Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the France without regard to conflict of laws principles.

The Parties expressly understand and agree that any dispute arising under this Agreement will be brought exclusively in the courts located in Paris, and the Parties hereby consent to the exclusive personal jurisdiction and venue therein.