

# TERMS AND CONDITIONS FOR THE SUBSCRIPTION AND USE OF SOUNDIIZ ONLINE SERVICES

## 1. Introduction

Brickoft ("Brickoft") is a French simplified joint stock company, registered with the Trade and Companies Registry of Nantes under number 821 665 221 and having its registered office in Coueron (44220), France.

It specializes in computer programming and in the sale of online services for the online management, synchronization, creation of list of music tracks and sharing functions through hypertext links and recording of music tracks available on music streaming platforms ("Services" or "Service") via the web sites located at [www.soundiiz.com](http://www.soundiiz.com) and [www.sdz.sh](http://www.sdz.sh), and mobile devices application downloadable on Android and Apple platforms ("Sites").

Mailing address: 1B rue des Pavillons - 44220 Coueron (France)

Email address: [contact@soundiiz.com](mailto:contact@soundiiz.com)

## 2. Customers - Territory

These Terms and Conditions for the subscription to and use of Soundiiz online Services ("Terms") apply to any subscription to our Free or Paid Services. The Services are available worldwide; they are for private use and for non-professional customers only.

Any use of the Services for professional activity or any intended distribution of the Services for free or for reward is prohibited. Any professional use or distribution of the Services shall be subject to a prior written agreement.

If you are a professional customer and you are interested in our Services, please feel free to contact us.

## 3. Legal Majority and Capacity

The Subscriber declares that he/she has the legal capacity to enter into this agreement, of which the Terms are set out below, i.e., he/she is of sufficient legal age and is not under tutorship or guardianship.

## 4. Purpose

These Terms govern the terms and conditions of the online subscription to and use of our Free, Promotional or Paid Services agreed between Brickoft and any individual subscribing to the Sites or using a Promotional code issued by Brickoft ("Subscriber").

The original version of these Terms has been drafted in French. Therefore, the French version is the prevailing version.

These Terms apply to the exclusion of all other conditions. They are accessible on the Sites at all time and can be accessed by the Subscriber before and upon subscribing to the Services.

The Subscriber acknowledges having read and understood the following terms before subscribing to the Services, and that he/she will be able to access the Services only if he/she accepts these Terms without reservation.

Consequently, when subscribing, the Subscriber agrees to abide by these Terms without reservation.

A printed version of the Terms as well as any information sent by email will be admitted in court proceedings concerning the application of these Terms in the same manner and under the same conditions as any document in paper form.

Failure, at any time, to exercise any right hereunder, or to enforce performance of any provision of the agreement arising from the Terms, will in no event be construed as a modification of the agreement or as an express or implied waiver of the right to exercise such right in the future or as the right to insist on strict performance of the commitments set forth herein.

If a provision of these terms and conditions is determined by any court to be unlawful or unenforceable, the other provisions will continue in effect.

### **Changes to the Terms**

In light of possible developments of the Sites or the Services, Brickoft reserves the right to change or modify these Terms, at any time. Therefore, Brickoft recommends that the Subscriber refer to the Terms before any new subscription or renewal of the subscription. The Terms in force will apply to any new subscription or renewal from the date of online publication, or, in the event of a modified version, upon acceptance by Subscriber.

### **5. Description of the Services**

Brickoft makes the Services available to the Subscriber via the Sites.

The Services are used to:

- handle, manage and synchronize music tracks, such as playlists, albums and titles ("Music Tracks") collected from the original music streaming platform ("Platform") and transferred to the destination platform or the Sites used by the Subscriber to recreate and manage his/her music tracks;
- Creation of playlists or synchronization of such data between the Platform and the Sites and the creation of links to such playlists aiming at sharing it with third parties

To use the Service, the Subscriber must hold a user account with both the original Platform and the destination Platform, and must have created and stored the Music Tracks on the original Platform.

The Service is an interface used to search music inputs linked to the Subscriber's user account on the original Platform and identify if these music inputs are stored on the destination Platform in order to recreate them on such Platform. However, Brickoft cannot guarantee that the entire Music Tracks can be recreated on the destination Platform.

In addition to the conversion of Music Tracks to the destination Platform, the Service allows the recording of the Subscriber's Music Tracks on the Sites and creating of hypertext links to share Music Tracks with third parties ("Smartlink" service).

The Service is available in a free version with limited functionality. The Service - in its partner's promotional code version – associates the functionalities of the free version and specific

functionalities for a limited period of time within the conditions set forth in the promotional material. The Service is also available in paid versions.

The list of platforms compatible with the Services is available on the Sites. The detailed functionalities of the free version and paid versions are also available on the Sites.

## **6. Access to the Services**

The Subscriber will access the Services on the Sites by creating a personal user account and accepting the Terms without reservation. Only a single connection is allowed to access the Services. Simultaneous connections are not allowed.

The username and password to log in to the Sites are personal to the Subscriber who undertakes not to communicate the information to a third party.

The Subscriber will connect to the Music Tracks of the original Platform via the Sites to transfer them to the destination Platform and/or to the Sites, or to create and share music tracks lists created on the Platforms.

The Subscriber will have to log on to the Platform to enable the Sites application to access his/her Music Tracks on the Platform. In no event will Brickoft save the username and password on its servers.

The Subscriber expressly authorizes Brickoft to access the Music Tracks on the Platform for the performance of the Services.

The Subscriber hereby confirms that he/she alone created the playlists and undertakes not to transfer, via the Site, Music Tracks of Platforms created by third parties, without their consent.

Brickoft only provides the Services. It is not an Internet Service provider or an online content (music) provider. The Subscriber will be responsible for the subscription to an Internet Service and to the Platforms needed to access the Service.

Brickoft will make its best efforts to allow permanence, continuity and quality of Services, it being specified that it shall only be subject of a duty of best efforts, and that the Services will not be accessible during the maintenance operations.

## **7. Availability and Modification of the Services**

The Services are available 24 hours a day seven days a week subject to the provisions of these Terms, including the "Access to the Services" clause, this clause and the "Liability" clause.

### **Free Services or Promotional codes availability**

Brickoft does not guarantee Free Services or Promotional codes and reserves the right at all times to interrupt these Services, temporarily or permanently, without prior notice.

The Subscriber is informed that Free Services may include advertising or commercial content.

Brickoft may also make any changes to the Free Services.

### **Disclaimer regarding Music Tracks provided by the Platforms**

Brickoft is dependent on the Platform's policy regarding the application programming interface ("API"), as well as the data in general and the Music Tracks in particular, linked to the Subscriber's account developed by each Platform. Therefore, Brickoft cannot guarantee that the API, data and Music Tracks will be accessible on a permanent basis, and consequently, that the Services will be accessible on a permanent basis for each Platform on which the Services are available at the subscription date.

If access to the Music Tracks on a Platform used by the Subscriber is interrupted, Brickoft will inform the Subscriber of this interruption via the Sites.

Such temporary or final interruption will not give rise to any refund of subscription fees. The Subscriber may at any time cancel his/her subscription, without having to specify the reasons for such cancellation.

### **Modifications and Suspension of Paid Services**

Brickoft reserves the right to modify and improve the Paid Services mainly related to technical developments, without substantially altering the functionalities of the Paid Services.

In addition, Brickoft may temporarily suspend the Paid Services to ensure the maintenance of the Services mainly related to technological developments.

Brickoft will inform the Subscriber of the temporary suspension in advance, whenever possible. The suspensions for maintenance will not give rise to any refund of subscription fees.

Brickoft also reserves the right to permanently suspend the Paid Services, subject to prior notice to the Subscriber. In this case, the Subscriber will not be entitled to any compensation but will no longer be liable for the payment of subscription fees from the date of termination of the Services.

### **Availability of Internet Services**

Brickoft will not be held liable for unavailable Services due to unavailable Internet services or a default of hardware or software used by the Subscriber.

### **Compatibility of the Services with the Subscriber's equipment**

Information about the minimum equipment requirements needed to access the Services is available on the Sites.

## **8. Subscription**

The Subscriber subscribes online to the Services on the Sites.

**Any subscription to Paid Services on the Sites is treated as an order with payment obligation.**

Any online subscription implies acceptance of the subscription fees and the description of the Services.

Once the paid offer has been selected, the Subscriber will be able to check the subscription to the Services ordered and the total subscription price. The Subscriber will be able to change the Subscription, if necessary, before confirming the order.

The subscription will be registered once the order confirmation page has been completed. This action is treated as a handwritten signature pursuant to section 1341 of the French Civil Code and the conclusion of a contract in electronic form within the meaning of sections 1369-1 *et seq.* of the French Civil Code. Starting from this action:

- The Subscriber confirms and accepts the subscription, including all the Terms, fully and without reservation; and
- The subscription is considered as irrevocable and claims can be made only in the specific cases set forth in these Terms.

The Subscriber can print the terms and conditions of his/her subscription and these Terms.

## **9. Confirmation of the Subscription - No Right of Withdrawal**

Once the subscription has been registered, a detailed acknowledgement of receipt will be sent to the Subscriber by email at the email address provided.

The acknowledgment of receipt states the subscription fee and refers to these Terms. The acknowledgment of receipt implies acceptance of the subscription by Brickoft and confirms the transaction. The Subscriber agrees to use the subscription registration as proof of the subscription and the subscription date. By saving and/or by printing the subscription registration email, which is recommended by Brickoft, the Subscriber has proof of his/her subscription.

### **No Right of Withdrawal**

In accordance with section L. 121-21-8 of the French Consumer Code, **the Subscriber expressly agrees and acknowledges that the provision of the Paid Services begins as soon as the subscription has been approved by Brickoft, i.e., before the expiration of the withdrawal period of 14 days provided for by the French Consumer Code.**

**The Subscriber wanting to use the Services immediately expressly waives his/her right of withdrawal.**

## **10. Subscription Term and Cancellation**

### **Term**

In addition to access to Free or Promotional Services, Brickoft offers a monthly or annual subscription.

Unless cancelled by the Subscriber under the conditions below, the paid subscription to the Services is renewed automatically for a term identical to that originally purchased.

Promotional Services are subject to the following double limitation, as to the Period of Activation of such promotional codes issued by BRICKOFT or the partner (the period during which the Promotional code User shall activate the Promotional code to access Soundiiz Services) and as to the Period of Availability of said code (the period after activation during which the code allow access to free Services and to other specific functionalities).

### **Cancellation**

The Subscriber may cancel the subscription to the Services at any time from his/her personal online account.

The cancellation will be accepted by Brickoft at the end of the subscription period provided it has been cancelled at least 72 hours before the last day of the subscription period, given the time needed to process the request. The cancellation of the subscription will not give rise to any refund to the Subscriber.

The Subscriber will be able to cancel the subscription without notice or compensation, in the event of a breach by Brickoft of its obligations in the performance of the Services.

### **Suspension or cancellation by Brickoft**

If it is noticed or have knowledge of a violation of these Terms, and in particular of article 15 "Use of the Sites and the Services" hereof, Brickoft reserves the right at all times to:

- suspend the Subscriber's access to the Services
- and/or delete immediately any inappropriate, illicit or offensive content the Subscriber put on-line;
- and/or terminate or cancel, as of right, without notice or compensation, his/her subscription;

The deletion, suspension, cancellation or termination may occur namely in the following cases:

- Inappropriate, use inconsistent with the applicable laws and regulations, or illicit use of the Service
- Infringement of the intellectual property rights of Brickoft or of third parties,
- Connections or attempted multiple connections to a same Soundiiz account,
- Provision of false information for the opening of the account,
- No payment of the subscription fee,
- Use of a fraudulent or stolen credit card,
- Use of the Services for professional purposes,
- Distribution of the Services to third parties by the Subscriber

### **11. Fees**

The fees for the subscriptions to the Services are available on the Sites.

**All fees are in the currency indicated on the Sites and include taxes.** The Subscriber is informed and agrees that the credit card payment provider may charge currency conversion fees for the online payment and other expenses, to be paid by the Subscriber and for which Brickoft cannot be held liable.

Promotional offers are valid only within the period of validity of the offer concerned.

In the event of an automatic renewal of the subscription to the Services, the current fee will be charged for the new subscription.

### **12. Payment**

The subscription is payable online by credit card on the Sites. Other payment facilities may be offered by BRICKOFT by contacting us.

Payment for the subscription must be received to access the Paid Services. If the bank refuses payment, the subscription will be automatically cancelled.

For security reasons, to accept a subscription, Brickoft reserves the right to ask the Subscriber to provide proof of his/her identity, address or means of payment used and to suspend the subscription until these documents have been received. The subscription may also be cancelled in the absence of receipt of these supporting documents or in the case of receipt of inappropriate supporting documents.

### **Security of the Transactions**

In order to optimize transaction security over the Internet, an SSL (secure socket layer) on-line payment system is proposed, so that all the available means are used to ensure the confidentiality and security of the data transmitted for online payment. Brickoft does not store any bank information on its servers.

The Subscriber must use browsers compatible with the SSL system to benefit from the SSL secure payment system.

### **13. Promotional offers – absence of cumulation with former offers**

BRICKOFT may from time to time provide promotional offers for its Services, together with promotional campaigns in partnership with music streaming Platforms or other partners.

Such promotional offers shall only be valid within the confines of the period during which of the concerned offer remains available and for the period of use set forth in the offer or the promotional material.

#### **Partner's promotional Codes**

The Promotional codes issued by BRICKOFT or the partner and giving access to the Promotional Services must imperatively be activated within the Periods defined on the Promotional material. Failing that, the promotional code will be invalid and BRICKOFT shall not have any obligation to reimburse the Promotional code. In addition, BRICKOFT shall have no obligation to prorogate the validity of such code or issue a replacing Promotional code.

In addition, promotional material that do not specify a Period of Activation or a Period of Availability of the codes, such codes may be invalid and/or may not be accepted by BRICKOFT.

In the Event the expiry date is not specified on the promotional material and if such codes are accepted by BRICKOFT, the codes must be activated within one (1) year after their issuance date and the code user must use them within one (1) week after their date of activation.

The Promotional code shall be considered as activated as soon as the Promotional code User has validated its unique number on the web page of the Soundiiz WebSites.

Once activated, BRICKOFT may not take into account any request for reimbursement of the Promotional code or cancellation of its activation.

#### **Absence of cumulation with former offers**

In particular, in the event the beneficiary of a promotional code is also the Subscriber of a Soundiiz former offer at the time his/her Promotional code is activated, such Promotional code may only be taken into account on the condition that he/she cancels the current offer.

It is specified that in any case, the Promotional code User or the Subscriber may migrate at any time to Paid Services.

#### **14. Intellectual property**

The Subscriber has no intellectual or industrial property rights to the Services, processes, know-how, and software, which are the exclusive property of Brickoft.

Any use whatsoever of the Soundiiz trademark or any other trademark belonging to Brickoft or its suppliers and manufacturers by the Subscriber is strictly prohibited without Brickoft's consent.

The content and structure of the Sites are reserved under copyright and intellectual property rights for the whole world.

For this reason, and in accordance with the provisions of the intellectual property code, only private use is authorized, subject to differing or more restrictive provisions of the intellectual property code.

Any full or partial reproduction or representation of any content on this Sites (including any text, image, iconographic or photographic representation, trademark or logo) for all purposes and on any medium is prohibited.

Failure to comply with this prohibition constitutes an infringement for which the alleged infringer may be held civilly or criminally liable.

No provisions of these Terms will be construed as granting a license on any intellectual property rights to the Subscriber.

Without limiting the foregoing, it is expressly prohibited to:

- (a) Create a co-branded website or mobile application with the BRICKOFT's trademarks or Sites or to reproduce in whole or in part the Sites,
- (b) Grant a license or distribute any data obtained from the Sites,
- (c) Use or permit third parties to use any data obtained from the Sites,
- (d) Use any data to provide, directly or through a third party, a service or a product not authorized by these Terms,
- (e) Disassemble, decompile, or reverse engineer, modify the Sites or otherwise modify any data obtained from the Sites without our prior written consent, or
- (f) Use the Soundiiz's API outside the authorized use of the Sites or to manipulate the Services with a script or any automated process.

#### **15. Personal Data Protection - GDPR**

The Subscriber is informed that BRICKOFT processes personal data for the purpose of the performance of the subscription, and to ensure billing and follow-up of the SERVICES.

BRICKOFT confirms its commitment to strictly comply with the French Data Protection Act no. 78-17 of January 6, 1978. and General Data Protection Regulation (GDPR). BRICKOFT undertakes to ensure the best level of protection of personal data of the Subscriber in accordance with Data Protection Act



no. 78-17 of January 6, 1978, together with Act n° 2004-801 of 6 August 2004 amending Data Protection Act and General Data Protection Regulation (GDPR) n° 2016/679.

BRICKOFT is carrying out organizational and technical measures including software and physical measures for digital security to protect personal data from unauthorized access, alteration or destruction.

### **15.1 Personal data**

As part of the subscription process, BRICKOFT will ask personal information from the Customer. Personal information is collected using forms and cookies.

#### **Mandatory data (designated by an asterisk):**

The Subscriber's last name, first name, email address, and data relating to the business relationship (including the SERVICES purchased, the quantity, amount of Music Tracks and correspondence with the Subscriber and after-sale service) are required for processing and perform the subscription and SERVICES.

Data with respect to means of payment (including credit card number) are not processed or collected by BRICKOFT but are rather processed by the provider for payment services.

In some cases, for the purpose of the performance of the Subscription and the SERVICES, BRICKOFT may process data of the account of the Subscriber (IDs and Music Tracks) in order namely to allow manipulation, management and synchronization of Music Tracks from the Platforms. The original IDs are immediately converted into a unique ID (token) and such original IDs are not kept by BRICKOFT.

All personal data collected while visiting the Sites is strictly confidential.

### **15.2 Duration of conservation of personal data**

Data are collected for the duration of the commercial relationship, in order to allow conservation of the Music Tracks to the benefit of the Subscriber.

In the event of Paid Services, personal data are kept during the whole duration of the Paid Services.

In the event of Free Services, the duration of the commercial relationship ends after a period during which the account of the Subscriber has been inactive for more than 3 years (Period of Inactivity). In such event, the Subscriber will receive one or more notifications prior to expiration of the Period of Inactivity inviting the Subscriber to indicate whether he/she is willing or not to continue to access the SERVICE.

If the personal data are deleted on the initiative of BRICKOFT and/or of the Subscriber, such data are permanently deleted and cannot be recovered.

### **15.3 Authorized third party and processor**

Such data are intended to the authorized services of BRICKOFT (commercial, accounting, and communication) and may be communicated to fiscal and administrative bodies, together with BRICKOFT's counsels in charge of accounting and audit and to BRICKOFT's service providers involved in the performance of the SERVICE.

It is also specified that such data may be transmitted or made available to processors directly involved in the performance of the SERVICE.

#### **15.4 Conservation of data**

Personal data is kept by the SITES hosting service provider (Google cloud) the servers of which are situated in the United States of America, for the duration necessary for the achievement of the purpose of the data processing described above.

The hosting service provider has shown a sufficient level of protection as regard to EU regulation, allowing transfer of your personal data to its servers. It applies the standard contractual clauses of the EEC for the transfer of personal data, together with ISO 27018 and 27701 standards.

#### **15.5 Cookies**

A cookie is a small text file which contains information specific to the user of the Sites; it is stored on the user's computer and can only be read by the cookie server.

Brickoft makes a limited use of cookies to optimize Sites visits.

The Sites contains information on the use of cookies and data protection at: <https://soundiiz.com/terms>.

If the Subscriber does not wish this technology to be used, it is possible to disable this feature in its navigation software, while maintaining access to the Sites. However, the Subscriber is informed that access to the Service requires the use and acceptance of cookies.

#### **15.6 Rights of the Subscriber**

Brickoft informs the Subscriber that, in accordance with French data protection Act and GDPR, with respect to his/her personal data, he/she has the right to access, rectify, delete, have his/her data updated, limitation and opposition for legitimate matters and subject to the condition namely that the data processed are not mandatory for BRICKOFT to comply with its obligations under a contract or under the law and regulations.

The Subscriber can exercise without any charge his/her rights by sending an email to [contact@soundiiz.com](mailto:contact@soundiiz.com) or a letter at 1B rue des Pavilions - 44220 Coueron (France), stating his/her last name, first name, address and the subject of the letter or email.

The Subscriber may also at any time consult, modify or delete his/her personal data on his/her account directly on the Sites, except for the data necessary to the performance of the Subscription and the Services the deletion or modification of which may result in the inability to perform the Services.

The Subscriber may also file a claim with the CNIL ("Commission National de l'Informatique et des libertés") in case a difficulty arise.

The Subscriber is also informed that the data collected may be used for commercial purposes.

#### **15.7 Modification of the conditions**

Brickoft may at any time modify this clause relating to protection of personal data. If a modification is made to this clause, Brickoft undertakes to notify to the Subscriber the updated version

## **16. Liability**

### **Information**

Brickoft will use its best effort to ensure the accuracy and updating of the information available on the Sites, which it reserves the right to change at any time and without notice. However, it disclaims all warranties of accuracy and completeness of the information contained on the Sites. Therefore, it disclaims all liability for any imprecisions, inaccuracies or omissions with respect to the information provided, as well as any liability for any damage resulting from a fraudulent intrusion of a third party leading to a modification of the information contained on the Sites.

### **Use of the Sites and Services**

Use of the Services shall be personal and private in accordance to these Terms and Conditions. The Subscriber shall not make any use of the Services within a professional framework, use the Services as a tool for a free or for reward service the Subscriber offers directly or indirectly or to distribute the Services.

The Subscriber undertakes to use the Services only for licit and appropriate purpose. He/She shall conform and comply with any applicable laws and regulations, and in particular those related to computer and personal data, and intellectual property, and third parties rights.

The Subscriber shall not in particular violate a property right of BRICKOFT, and shall in particular comply with the terms set in article 14 of these Terms having regard to intellectual property of Brickoft.

BRICKOFT may not warrant fitness of the Services with a particular purpose of the Subscriber.

The Subscriber will use and navigate the Sites under his/her own responsibility. The Subscriber is solely responsible for any edited or synchronized content (photos, texts or Musical Tracks) with the Services and release of on-line content or its communication to third parties, in particular through the "Smartlink" service.

The Subscriber waives any claims against BRICKOFT regarding the data the Subscriber edits or synchronizes on the Sites and stored by BRICKOFT.

If it is noticed or have knowledge of, BRICKOFT reserve the right to delete any content released on-line par the Subscriber if it does not comply with these Terms and generally with any applicable laws and regulations.

In any event, BRICKOFT shall not be responsible in the event of loss of data, deletion of photos, texts and Musical Tracks.

. Brickoft disclaims all liability and will not be held liable for any damage or viruses that may affect the computer hardware or any other equipment when accessing the Sites, using the Sites, navigating on the Sites, or downloading any content, data, texts, images or files from the Sites.

#### **17. Force Majeure**

Brickoft will not be liable for any failure to perform its contractual obligations in the event of force majeure or unforeseeable circumstances, including, but not limited to disasters, fire, internal or external strike, internal or external breakdowns or failure, and, in general, any event not allowing orders to be processed properly.

#### **18. Governing Law and Jurisdiction**

These Terms are governed by French law, without prejudice to rules applicable to consumer transactions.

In the event of any dispute arising in connection with the validity, interpretation or performance of these Terms, the parties will attempt to resolve any such dispute, whenever possible; such attempt will not interrupt the limitation period for making a claim.

**If the dispute cannot be resolved, such dispute may be submitted to mediation or other alternative dispute resolution method.**