

## BUSKERTUNES TERMS OF USE

Welcome to BuskerTunes®, an online platform operated by **BuskerTunes s.r.o.**, a company incorporated under the laws of Slovakia, and with its main place of business at Poštová ulica 165/38, Plavecký Štvrtok 900 68, Slovakia, the identification number: 52 788 601 ("**BuskerTunes**", "**we**" "**our**", or "**us**").

### 1 GENERAL PROVISIONS

- 1.1 **BuskerTunes** is an online platform created to support street musicians, also known as buskers, in delivering unique music content to listeners. It enables buskers to license their tracks and albums to BuskerTunes, which then streams them directly to platform users. Users can enjoy authentic music that they might otherwise only encounter on the streets. BuskerTunes provides a practical alternative for the digital sale and distribution of music through its website (the "**Website**") and mobile application (together, the "**Platform**"). The Platform enables musicians to promote, distribute and stream their music to Platform users (the "**Partners**").
- 1.2 These terms of use (the "**Terms of Use**") govern and apply to your access to and use of the Platform.
- 1.3 These Terms of Use are applicable to:
  - 1.3.1 visitors of the Website (the "**Visitors**"); and
  - 1.3.2 registered users of the Platform (the "**Users**").
- 1.4 To use the Platform, the User needs to (1) be 16 years of age (or the equivalent minimum age in your home country) or older; and (2) have the power to enter a binding contract with BuskerTunes and not be barred from doing so under any applicable laws. Users below these age thresholds are prohibited from using the Platform.
- 1.5 The User acknowledges that when purchasing an album booklet directly from a Partner, they enter into an individual purchase and license agreement with the Partner. In such cases, the Partner assumes full responsibility for any claims or rights the User may have, including requests for refunds or addressing any issues related to the purchase. Nevertheless, BuskerTunes commits to providing each User with access to the purchased album booklet, which is BuskerTunes' sole responsibility.
- 1.6 BuskerTunes can be reached via email at [info@buskertunes.com](mailto:info@buskertunes.com); or by phone at +43 676 916 4000.

### 2 REGISTRATION ON THE PLATFORM

- 2.1 Please read these Terms of Use and the BuskerTunes privacy policy available on the Website (the "**Privacy policy**") very carefully. If the User does not agree to any of the provisions set out in these documents, the User should not use the Platform. By registering an account on the Platform or by viewing or accessing the Website, the User represents and warrants that they have read, understood, and agree to abide by these Terms of Use and the Privacy policy.
- 2.2 The Platform with basic features is accessible to all visitors without registration. The User can access a Partner's profile on Platform only through a QR code displayed on a Partner's business card or on the album booklet purchased from a Partner. By using the QR code on a Partner's business card, the User may enjoy one complimentary music track of their choice. To purchase any Partner's track or album and to have full access to all features of the Platform, including

browsing other Partners, Users must register on the Platform. During registration, the User must provide their first name, last name, email address and password. To complete the registration, the User must check the box confirming that they have read and agree to these Terms of Use, consent to the processing of personal data pursuant to the Privacy policy, and declare that they are at least 16 years of age. By submitting the registration form, the User enters into an agreement with BuskerTunes for the provision of services (the “**Agreement**”) pursuant to these Terms of Use. Upon successful registration, the User is granted full access to the Platform.

- 2.3 The User promises that any registration information submitted to BuskerTunes is true, accurate, and complete, and the User agrees to keep it that way at all times.
- 2.4 The User is solely responsible for maintaining the confidentiality and security of their usernames and passwords, and they remain responsible for all use of their usernames and passwords.
- 2.5 If a username or password of the User is lost or stolen, or if the User believes that their account has been accessed by unauthorized third parties, the User is advised to notify BuskerTunes in writing and change their password at the earliest possible opportunity.
- 2.6 BuskerTunes reserves the right to suspend or terminate User account, with or without prior notice, if activities occur on that account which, in our sole discretion, would or might constitute a violation of these Terms of Use, an infringement or violation of the rights of any third party, or any applicable laws or regulations.
- 2.7 The User may terminate their accounts at any time as described in the Termination section below.

### **3 CHANGES TO TERMS OF USE**

- 3.1 BuskerTunes reserves the right to change, alter, replace, or otherwise modify these Terms of Use at any time, for example, to address legal or regulatory changes or changes to features or functionality made available through the Platform at its sole discretion. The date of last modification is stated at the end of these Terms of Use. It is User’s responsibility to check the Platform from time to time for updates.
- 3.2 When BuskerTunes makes any significant changes to these Terms of Use, BuskerTunes will provide the User with prominent notice under the circumstances. This notice may be provided by displaying a message within the Platform and/or sending a notification to the email address provided by the User during the registration. The revised Terms of Use will become effective two (2) weeks after such notification. The User will have no obligation to continue using the Platform following any such notification. However, if the User does not terminate their account as described in the Termination section below during such a two (2) week period, their continued use of the Platform after the end of that two (2) week period will constitute acceptance of the revised Terms of Use.

### **4 DESCRIPTION OF THE PLATFORM**

- 4.1 The Platform is a music service that allows registered Users to stream music produced by various Partners.
- 4.2 The User can purchase and stream music songs from BuskerTunes under the license terms and conditions specified in Article 5 of these Terms of Use. The User acknowledges that tracks and albums are exclusively available for streaming and cannot be downloaded to prevent

unauthorized copying and distribution of the Partners' music. Additionally, the User only has access to song previews unless they purchase the tracks or albums.

- 4.3 The User has the option to share Partners' profiles with their friends and invite them to join the Platform. Invited friends can register on the Platform and receive a reward of one free track.
- 4.4 BuskerTunes will send Users regular updates about new Partners, special promotions, exclusive releases, and other news on the Platform (the "**Newsletter**"), unless the User unsubscribes from it. The Newsletter serves as the main communication channel for maintaining contact with Users and informing them about important events on the Platform. Visitors may subscribe to the Newsletter by providing their email address in the Newsletter section on the Website.

## 5 USE OF THE PLATFORM

- 5.1 The User must use the Platform strictly as permitted in accordance with these Terms of Use and any other terms applicable to the Platform.
- 5.2 When purchasing Partner's track or album, BuskerTunes grants the User the right to stream and listen to the purchased item from the Platform for non-commercial purposes (the "**License**"). The License is worldwide, non-exclusive, non-assignable, and non-transferable and is granted for the duration of the Agreement. The User acknowledges that they can use this License exclusively for personal purposes and must refrain from using it for any commercial purposes.
- 5.3 The License is conditional upon the User's strict compliance with these Terms of Use at all times during their use of the Platform, including, without limitation, the following:
  - (i) The User must not copy or capture, or attempt to copy or capture, any content from the Platform including music, texts, pictures or data (the "**Content**") or any part of the Platform, other than by means of browsing, viewing or streaming the Content.
  - (ii) The User must not adapt, copy, republish, make available, or otherwise communicate to the public, display, perform, transfer, share, distribute, or otherwise use or exploit any Content on or from the Platform at any time.
  - (iii) The User must not use any Content in any way that is designed to create a separate content service or that replicates any part of the Platform offering.
  - (iv) The User must not, and must not permit any third party to, copy or adapt the object code of the Website or the Platform, or reverse engineer, reverse assemble, decompile, modify, or attempt to discover any source or object code of any part of the Platform.
  - (v) The User must not rent, sell, or lease access to the Platform, or any Content on the Platform.
  - (vi) The User must not sell or transfer, or offer to sell or transfer, any BuskerTunes account to any third party without the prior written approval of BuskerTunes.
  - (vii) The User must not violate, circumvent, or attempt to violate or circumvent any data security measures employed by BuskerTunes; access or attempt to access data or materials which are not intended for their use; log into, or attempt to log into, a server or account which they are not authorized to access; attempt to scan or test the vulnerability of BuskerTunes's servers, system, or network; or attempt to breach BuskerTunes's data security or authentication procedures. The User must not attempt to interfere with the

Website by any means, including, without limitation, hacking BuskerTunes's servers or systems, submitting a virus, overloading, mail-bombing, or crashing. Without limitation to any other rights or remedies of BuskerTunes under these Terms of Use, BuskerTunes reserves the right to investigate any situation that appears to involve any of the above and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

- (viii) The User must not create an account with the sole purpose of commercializing any actions taken with that account.

## **6 PRICES, PAYMENTS AND DELIVERY**

- 6.1 The User shall pay the price displayed with each Partner's track or album at the time the purchase order is placed (the "Price").
- 6.2 The Price is the final (total) price including VAT in accordance with applicable legal regulations.
- 6.3 BuskerTunes accepts payments only through its designated payment processor. The User is responsible for any costs associated with monetary transactions.
- 6.4 The User consents to receiving invoices solely in electronic form at their e-mail address.
- 6.5 BuskerTunes will grant the User access to purchased Content without undue delay upon payment of the Price.

## **7 PLATFORM AND SERVICE LIMITATIONS AND MODIFICATIONS**

- 7.1 BuskerTunes uses reasonable efforts to keep Platform operational. However, Platform availability may change from time to time, without liability to Partner; for example:
  - 7.1.1 Platform may experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements, and
  - 7.1.2 BuskerTunes aims to evolve and improve the Platform constantly, and BuskerTunes may modify, suspend, or stop (permanently or temporarily) using any feature of the Platform.
- 7.2 BuskerTunes has no liability to User in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties, or events beyond BuskerTunes control.

## **8 NOTICES**

- 8.1 Any documents related to Agreement shall be delivered electronically to the following e-mail addresses:
  - To User: the email address provided during the registration.
  - To BuskerTunes: info@buskertunes.com.
- 8.2 Documents will be considered delivered on the next business day from the day they were sent from the sender's e-mail address to the receiver's e-mail address, unless the sender receives an automated message that the email has not been delivered.

## **9 STATUTORY LIABILITY FOR DEFECTS AND FURTHER INFORMATION**

- 9.1 The Platform is provided "as is" and "as available".

- 9.2 The Partner's tracks or albums will be supplied to Users in the same quality as provided in their previews (the "**Content quality**"), which are available to each User without charge. It is the User's responsibility to assess the quality of each track or album before making any purchase on the Platform.
- 9.3 Purchased Content has defects if it does not meet the requirements of Content quality or if its use is hindered or restricted by the rights of third parties, including intellectual property rights.
- 9.4 BuskerTunes is liable for any defect in the purchased Content that occurs or manifests during the term of the Agreement.
- 9.5 BuskerTunes will provide the User with a written confirmation of the identified defect and the deadline for its rectification, which must not exceed 30 days from the day the complaint is made, immediately after the User has reported the defect.
- 9.6 If BuskerTunes is liable for a defect in the purchased Content, the User has the right to have the defect rectified, the right to a reasonable discount on the Price, or the right to withdraw from the Agreement. Exercising these rights does not exclude the User's right to compensation for any damage caused by the defect.
- 9.7 BuskerTunes shall rectify the defect in the purchased Content within a reasonable time after the User has reported the defect, free of charge, and without causing significant inconvenience to the User, considering the nature of the Content and the purpose for which the User required the Content.
- 9.8 BuskerTunes may refuse to remedy the defect if doing so is impossible or would incur disproportionate costs, taking into account all circumstances, especially the value that the purchased Content would have without the defect and the severity of the defect.
- 9.9 The User has the right to a reasonable Price reduction if the purchased Content is supplied for consideration, which consists of the payment of a Price, or may withdraw from the Agreement without providing an additional reasonable period to BuskerTunes, if:
  - 9.9.1 the defect cannot be rectified or would incur disproportionate costs for BuskerTunes,
  - 9.9.2 BuskerTunes has not rectified the defect within a reasonable time after the User has reported the defect,
  - 9.9.3 the purchased Content has the same defect despite the BuskerTunes's attempt to remedy it,
  - 9.9.4 the defect is of such a serious nature that it justifies the User's right to an immediate Price reduction or withdrawal from the Agreement, or
  - 9.9.5 BuskerTunes has declared or it is evident from the circumstances that the defect will not be remedied within a reasonable time or without causing significant inconvenience to the User.
- 9.10 Upon withdrawal from the Agreement, BuskerTunes shall refund the User all payments received under the Agreement within 14 days of the notification of withdrawal, using the same method of payment that the User used to pay the Price, unless the User expressly agrees to a different method of payment. All costs associated with the refund shall be borne by BuskerTunes.
- 9.11 After withdrawing from the Agreement, the User is obligated to refrain from using the purchased

Content and from using the Platform.

## **10 LIMITATION OF LIABILITY**

- 10.1 BuskerTunes acknowledges its liability in accordance with relevant laws and regulations, except for circumstances outlined in provision 10.2 below.
- 10.2 BuskerTunes asserts that it shall not be held liable for damages resulting from circumstances beyond its control or not attributable to its actions or negligence.

## **11 STATUTORY RIGHT OF WITHDRAWAL**

- 11.1 Normally, consumers have the right to withdraw from a distance contract within 14 days from the date of its conclusion, specifically when the contract pertains to the provision of a service (the "**Statutory right of withdrawal**").
- 11.2 However, the Statutory right of withdrawal does not apply to the purchase of digital content (including audio music) if the delivery of the Content has commenced, and the consumer has explicitly consented to the commencement of the delivery of such Content before the expiration of the withdrawal period.
- 11.3 The User explicitly consents to commence the delivery of Content before the expiration of the withdrawal period from the Agreement by making the payment of Price.
- 11.4 The User hereby acknowledges that they have been properly informed that by giving their consent pursuant to Article 11.3 above, they lose the right to withdraw from the Agreement upon the commencement of the delivery of the Content.
- 11.5 The User consents to the delivery of these Terms of Use, confirmation of their consent to the commencement of the delivery of the Content, and their acknowledgment of the loss of their Statutory right of withdrawal by making these Terms of Use available on the Platform.

## **12 USE OF WEBSITE**

- 12.1 The Website is the exclusive property of BuskerTunes. All source code, databases, functionality, software, website designs, articles, video, text, photographs, and graphics in any format (the "**Materials**") and the trademarks and logos contained therein (the "**Marks**") are under the sole ownership and control of BuskerTunes. They are protected by copyright, trade name, or trademark laws.
- 12.2 Materials and Marks are made available for the Visitor's personal information and use only. Unless expressly provided otherwise herein, no portion of the Website or any Materials may be copied, reproduced, aggregated, republished, uploaded, posted, displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without the BuskerTunes's prior written consent. BuskerTunes reserves all rights concerning the Website, Materials, and Marks.

## **13 CLAIMS, SUGGESTIONS AND COMPLAINTS**

- 13.1 If the User has any suggestions or claims related to the use of the Platform, they may contact BuskerTunes at any time via email at the following address: [info@buskertunes.com](mailto:info@buskertunes.com).
- 13.2 Users, as consumers, may contact BuskerTunes to resolve complaints related to the use of the Platform by sending the complaint to the email address [info@buskertunes.com](mailto:info@buskertunes.com). If Users are not

satisfied with how their complaint was handled by BuskerTunes, or if Users believe that their rights have been infringed, they are entitled to seek redress directly from BuskerTunes. Should BuskerTunes either dismiss the request for redress as described above or fail to respond within 30 days from when the User sent it, Users then have the right to file a proposal for initiating alternative dispute resolution pursuant to Section 12 of the Act on alternative consumer dispute resolution. The Slovak Trade Inspection (<https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>) serves as the competent authority for such alternative dispute resolutions.

- 13.3 The state control authority in matters of consumer protection in the Slovak Republic is the Slovak Trade Inspection, P.O. BOX 29, Bajkalská 21/A, 827 99 Bratislava.

## **14 DATA PROTECTION, PRIVACY, AND COOKIES**

- 14.1 All personal data provided by the User to BuskerTunes in connection with their use of the Platform is collected, stored, used, disclosed, and otherwise processed by BuskerTunes in accordance with the Privacy policy. Additionally, like most online services, BuskerTunes uses cookies to understand how users are interacting with the Platform, enabling BuskerTunes to continually improve its services. Details on BuskerTunes' use of cookies and instructions on how to disable them are provided in the Privacy policy.

## **15 TERMINATION**

- 15.1 This Agreement is concluded for an indefinite period and may be terminated:
- 15.1.1 by BuskerTunes in accordance with Article 15.3 of these Terms of Use;
  - 15.1.2 by the User, by cancelling their account in accordance with Article 15.2 of these terms of Use; or
  - 15.1.3 by the User in accordance with Article 15.4 of these Terms of Use.
- 15.2 The User may terminate this Agreement without cause at any time by cancelling their account. The User acknowledges that such termination does not entitle them to any refund of the Price.
- 15.3 In case of a material breach of this Agreement by the User, BuskerTunes is entitled to withdraw from this Agreement by written notice of withdrawal, which shall be delivered to the User. The Agreement shall be terminated upon the delivery of the written notice of withdrawal to the User. The User acknowledges that they lose the right to any refund if BuskerTunes withdraws from this Agreement in accordance with this provision.
- 15.4 The User is entitled to withdraw from this Agreement for reasons specified in these Terms of Use, as well as for statutory reasons, by providing written notice of withdrawal, which shall be delivered to BuskerTunes.

## **16 DISCLOSURE**

- 16.1 BuskerTunes is obligated to maintain a designated point of contact for authorities and our Users in accordance with the EU Digital Services Act (DSA).
- 16.2 The European Commission, EU Member States' authorities, and the European Board for Digital Services may contact us at [info@buskertunes.com](mailto:info@buskertunes.com). Users may reach us at [info@buskertunes.com](mailto:info@buskertunes.com). Communications and requests with us can be conducted in German,

Slovak, Czech, or English.

- 16.3 In the event of a third party reporting a breach of copyright or any other intellectual property rights regarding any Content displayed on the Platform, BuskerTunes shall promptly investigate the reported Content. Upon verifying the validity of the alleged breach, BuskerTunes shall take immediate action to cease displaying the infringing Content. This action may include removing the Content from the Platform, disabling access to the Content, or any other necessary measures to rectify the violation.
- 16.4 Users and third parties retain the right to report any claims or concerns regarding Content moderation to BuskerTunes via the following email address: info@buskertunes.com .

## **17 FINAL PROVISIONS**

- 17.1 BuskerTunes may assign its rights and (where permissible by law) its obligations under this Agreement, in whole or in part, to any third party at any time without notice, including without limitation, to any person or entity acquiring all or substantially all of the assets or business of BuskerTunes. The User may not assign this Agreement or the rights and duties hereunder, in whole or in part, to any third party without the prior written consent of BuskerTunes.
- 17.2 Should one or more provisions of these Terms of Use be found to be unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and/or enforceability of the remaining provisions of the Terms of Use, which will remain in full force and effect.
- 17.3 This Agreement and the Terms of Use are subject to the laws of the Slovak republic, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding the principles of conflict of laws (international private law).
- 17.4 All disputes arising out of or in connection with this Agreement (including disputes concerning non-contractual claims) shall be resolved in the courts of Slovak republic.
- 17.5 These Terms of Use are effective as of 01.08.2024.