

**Terms and Conditions of Delivery of Younique Music Group BV (YMG)**

**1. Subscriptions**

1.1. People interested can apply for one of our subscriptions via the application form that can be downloaded from our website [www.tmfonline.com](http://www.tmfonline.com). You are obliged to enter the required information truthfully and completely and send it to us by mail, fax or e-mail.

1.2 The subscriber undertakes to observe the secrecy of the username and password provided to him/her for the use of the YMG services and not allow third parties access to these data. From the moment the subscriber is aware that third parties have gained access to these confidential data, he/she is obliged to report this to the YMG administration immediately. In that case, the account concerned will be blocked immediately. If the access by a third party to or the passing on of the login data is not attributable to YMG, the subscriber will bear the costs for the YMG services used until the moment the subscriber requests YMG to block his/her account. YMG is entitled to charge the subscriber for the costs of processing the loss report.

1.3 In the event the subscriber has forgotten his/her username and/or password, he/she can contact YMG via: [administration@tmfonline.com](mailto:administration@tmfonline.com). Your login data will then be emailed

to you as soon as possible (either to the e-mail address provided at the time of your application), or via regular mail.

1.4 The provision of digital arrangements will be undertaken by and at the discretion of YMG. It is possible to exert influence the YMG collection by e-mailing suggestions, or by other means offered on the YMG website. YMG does not guarantee that suggestions for new midifile song titles will actually be produced.

1.5. YMG subscribers receive credits that can be used for downloading songs in the available systems from the entire available YMG online catalogue at the prevailing rate per song title. At all times, YMG reserves the right to split up different manufacturer/hardware systems and offer these separately.

1.6. If the subscriber decides to make monthly payments, the credit is automatically raised when logging in after the first day of each new month, provided YMG has received the payable fee; the prices for the song titles correspond with the chosen type of subscription and each download is accordingly debited from the accumulated credit at the prices set for the year in question. Please note that no interest is paid on credits.

1.7 If the subscriber decides to make annual payments (our **PLUS** annual subscriptions) the credits/positive balances corresponding to the chosen subscription will be added to his/her account all at once.

1.8 As a subscriber, you are free to choose when and how many song titles you wish to download, provided your credit is sufficient.

1.9 Your credits will remain valid indefinitely, as long as your subscription is running and all payment obligations are fulfilled. This credit will only lapse after termination of the subscription. Subscribers will not be refunded for unused credits/amounts. If the subscription is terminated, the accumulated credit may be used during the 1<sup>st</sup> quarter (3 months) of the year following the termination, provided only song titles from the collection as it existed in the last year of subscription may be used. Hereafter all credits will lapse and the account will be cancelled.

1.10 If there are any changes in the subscriber's address, bank or e-mail data, he/she shall report these changes immediately on his/her own initiative to our customer service, by e-mail via [administration@tmfonline.com](mailto:administration@tmfonline.com), or by regular mail. If the subscriber fails to do this and as a result does not receive relevant information, he/she may never hold YMG responsible for this.

**2. Prices, Rates and Subscription Payments**

2.1 The amounts/credits to be paid/set-off as fees for using the services offered by YMG will be directly debited to your accumulated credit balance.

2.2 For the delivery and use of YMG's digital arrangements, the subscriber will pay the following fee:

a. Fixed subscription fees per month/year, at the prices

applicable at that time.

b. One-time payment of € 15 towards administrative costs.

2.3 Subscription payments through direct debit are preferred. The subscriber's bank account and/or Postbank account will be charged every month between the 15<sup>th</sup> and 20<sup>th</sup> day, preceding the new monthly instalment. If direct debit is impossible or undesired, the subscriber will ensure a timely payment of the payable subscription fee, at least one week before every following subscription period (month or year, depending on the type of subscription).

2.4. The subscriber will ensure that his/her bank credit balance is sufficient, so that the payable amounts can be debited from his/her account by direct debit every month/year between the 15<sup>th</sup> and 20<sup>th</sup> day of the month preceding the new monthly/annual subscription period.

2.5 In case of late payment and/or payment reversal and/or a frozen account (including the impossibility of performing a direct debit due to an inadequate credit balance), YMG is entitled to charge reversal costs of € 15 for each such instance.

2.6 In case of late payment, YMG will block the account in question immediately, irrespective of the height of the credit accumulated at that moment, and the subscriber shall make sure that the payable subscription fees are paid.

2.7 If the subscriber continues in default for more than two months, YMG will have the right to permanently cancel the account. The subscriber cannot use the accumulated credit as long as he/she remains in default of payment. Furthermore, the subscriber will be considered in default of payment as of the start of the new period for which payment is due. From that date until the date the actual payment is made, the subscriber will owe YMG interest at the statutory rate applying at that time.

2.8 If YMG is forced to incur expenses, owing to the fact that the subscriber fails to meet all or part of his/her obligations under the agreement entered into with YMG, or in connection with transactions and these General Terms and Conditions of delivery, including non-payment, incomplete payment or late payment by the subscriber, the subscriber will bear all the judicial and extra-judicial costs.

2.9 The prices, costs and rates charged by YMG will be in Euros, including 21% VAT. For the determination of the height of the amounts payable by the subscriber, it is assumed that the information, as shown in the agreement entered into by the subscriber with YMG is correct, unless the contrary is proved.

2.11 YMG reserves the right to revise its prices at any time. For subscriptions, this applies at the beginning of each new calendar year. For online web shop prices, this may be at any time.

**3. Term of the Agreement for Subscriptions**

3.1 The subscription agreement is entered into for an indefinite period, with a minimum term of one calendar year, and will be deemed to have been extended automatically by a period of one calendar year in each case, unless one of the parties gives notice of termination of the agreement, in writing, preferably by registered letter and no later than two months before the end of the current calendar year (i.e. before the 1<sup>st</sup> November). YMG shall not accept notices of termination by telephone or e-mail.

3.2. Agreements run for the duration of one calendar year, from 01 January to and including 31 December.

3.3 Application during the year is possible, whereby clause 3 sub 1 continues to apply in full. In this case, the subscription fees will be charged pro rata and the corresponding credits will be granted pro rata.

3.4 If the subscriber terminates agreement prematurely, he/she will be in default and YMG will be entitled to charge the remaining instalments and all costs related to this to the subscriber.

3.5. The costs of all legal and non-legal measures deemed necessary or useful by YMG to enforce its rights under this agreement will be to the account of the subscriber.

**Terms and Conditions of Delivery of Younique Music Group BV (YMG)****4. Guarantee on faulty subscriber downloads**

4.1 If downloads from the YMG website cannot be made properly due to technical faults in the communication connection from the YMG server, the subscriber may notify this to YMG by e-mail, fax or letter. YMG will then send the requested products by e-mail, or otherwise provide the subscriber with an opportunity to restart the download in question. YMG will not charge any additional costs for this purpose. The subscriber should mention the following in his/her e-mail, fax or letter:

- a. The name, address and e-mail ID that is notified to TMF-YMG at the time of applying to TMF-YMG as a subscriber.
- b. Client number and username
- d. The catalogue number(s) and/or product description of the faulty download.

4.2 If the defects in the download can be shown to be directly ascribable to the subscriber, YMG will charge the subscriber an amount of Euros 15.00 towards repair costs.

**5. Prices, rates and Online Web shop payments**

The prices of all the products that are purchased through online purchases and payments or prices that are published at the time of the purchase of the [www.tmfonline.com](http://www.tmfonline.com) website. Online payment possibilities are provided via Rabo i-KASSA or by the third parties on behalf of Rabo i-KASSA. All electronic payment connections are SSL secure connections. The prices, costs and rates charged by YMG will be in Euros, including 21% VAT.

**6. Guarantee on online web shop purchases**

6.1 The subscriber undertakes to keep secret the Customer ID provided to him/her for the use of the YMG services and not to make the same available to third parties. As soon as the subscriber is aware that third parties have obtained access to this confidential data, he/she is bound to report this to the YMG administration immediately. The concerned account will be blocked immediately in such case.

6.2 The purchaser will be expected to duly follow all the instructions during the entire process of purchasing and downloading from websites YMG and Rabo i-KASSA, so that the order payment and download process can be executed in the normal manner.

6.3 If, through no fault of the purchaser, downloads from the YMG online web shop cannot be made properly after the purchaser has made online payments due to technical faults in the communication connection from and/or to the YMG server, the purchaser may notify this by e-mail, fax or letter. YMG may then, after verifying the payment, send the products demanded by e-mail or otherwise provide the purchaser an opportunity to restart the download in question. YMG will not charge any extra costs for the same. The purchaser should at least mention the following details in his/her e-mail, a fax or letter:

- a. The e-mail ID notified by the purchaser when applying to YMG as an online web shop client.
- b. Customer ID
- c. The payment reference number
- d. The catalogue number(s) and/or product description of the defective download.

**7. Copyrights and intellectual property**

7.1 By downloading and/or purchasing our digital arrangements the subscriber/purchaser agrees to the fact that these digital arrangements contain material with copyright and that any form of reproduction and multiplication is prohibited without written consent by the rightful owner YMG. The subscriber/purchaser also agrees with the fact that he/she exclusively pays for the use of these digital arrangements and that the subscriber/purchaser in no case can or will become the rightful owner of our digital arrangements as a result of this purchase.

7.2 The use of our digital arrangements is only permitted for private and/or personal use (which includes live performances). The introduction of changes in keys, tempo alterations, instrument mutes, playback format, etc. in our digital arrangements and the addition of technical components,

recomposing/arranging and/or copying is only permitted for private and/or personal use.

7.3 If the subscriber/purchaser is a member of a band, orchestra or company, he/she can submit a written request to YMG BV to transfer the personal right of use of the purchased file or files to the company, band, or orchestra. One of the conditions for this is registration with the Chamber of Commerce, or equivalent. YMG shall exclusively decide if it can meet the request.

7.4 Use of our digital arrangements (partly or wholly) for CD and/or DVD productions, for instance as a presentation of your band, explicitly requires written permission in advance, a report thereof to YMG, and in some cases also payment. Use of our digital arrangements as presentation and demo material, regardless of the form, for instance on your Internet website, requires written permission in advance, a report thereof to YMG, and in some cases also payment. If YMG consents to any form of a CD and/or DVD production, YMG must be stated expressly as producer/performing musician.

7.5 In principle, it is strictly prohibited to use digital arrangements of YMG BV (wholly, partly, or in any adapted form) for commercials, Karaoke, CD and/or DVD productions, orchestra bands, backing tracks, ringtones, styles, or other purposes.

7.6 Special licenses for the use in any form or manner of YMG's digital arrangements for commercial CD and/or DVD productions or other software carriers are available upon request.

7.7 YMG's digital arrangements are protected by worldwide copyrights. Reproducing, multiplying and/or distributing of unauthorized copies is an infringement of the international copyright. In addition, it is strictly prohibited to copy, rent out, sell, trade, give away or otherwise distribute/offer digital arrangements produced by YMG without written permission from the copyright owner YMG. The subscriber/purchaser is allowed to make one personal safety back-up copy, with all the above stipulations remaining in force.

7.8 Each infringement of the intellectual property right and copyright with respect to YMG will have to be accounted for in court. Private persons shall pay a penalty, not subject to judicial mitigation, of € 5,000 for each breach regarding each song title. Companies and institutions shall pay a penalty, not subject to judicial mitigation, of € 25,000 for each breach regarding each song title. In addition, for each breach a maximum of five years imprisonment will be demanded.

7.9 YMG's digital arrangements are considered as intellectual property under copyright law, to which the legislation regarding neighboring rights applies.

7.10 Mechanical and textual copyrights are monitored by authorities and the publisher entitled to the copyright.

**8. Liability**

8.1 YMG is liable if a shortcoming in the fulfillment of an obligation toward the subscriber/purchaser can be ascribed to it in view of its culpability or if it is liable in respect of the same under the law, legal transactions or conventional interpretation of the law. Younique Music Group is not liable for consequential damage or loss of profit.

8.2 If YMG is liable on the grounds of the provisions of the previous sub-clause, its liability is limited to the maximum of the amount of the actual purchase by the subscriber/purchaser. An exception to this is where YMG continues in default for the following reasons:

- a. measures taken by a supervisory authority;
- b. measures of any domestic, foreign or international authority;
- c. labour unrest amongst third parties or amongst own employees;
- d. boycotts;
- e. faults in electrical supply, in communication connections or in the equipment or software of YMG or third parties.

8.3 YMG will never be liable in respect of the proper working of the products supplied by it, if changes of any kind are made in the same by or on behalf of the subscriber/purchaser. This also includes changes as described in Clause 7.2.

**Terms and Conditions of Delivery of Younique Music Group BV (YMG)**

---

**9. Final Provisions**

9.1 All legal relations between YMG and the subscriber/purchaser are subjected to Dutch law. If the subscriber/purchaser, acting in the course of business or exercise of a profession and/or is a legal entity, the District Court of Den Bosch will have exclusive jurisdiction to hear all disputes that might ensue from these Terms of Use.

9.2 Should any provision in these Terms of Use be held to be void, in part or as a whole, the validity and enforceability of the other provisions of use or delivery shall not be affected. In such a case, the void provision will be converted into a valid provision which will be as similar as possible to the purpose of the void provision.

9.3 YMG reserves the right to alter its Terms of Delivery at all times and without stating reasons. The altered Terms will be published on the YMG website or sent to the subscriber/purchaser via e-mail at least one month before taking effect. If the subscriber/purchaser does not object to the altered Terms within one month, the altered Terms will apply as being accepted. The subscriber may lodge an objection against the altered Terms within one month and is entitled to terminate the applying agreement within this period. In that case, YMG will not be held to refund the credit. In this respect, we refer to the relevant provision in clause 1(9) of these Terms and Conditions. Objections against the altered Terms must be substantiated and sent by registered mail to YMG. If the (online shop) purchaser does not accept the terms and conditions, he should notify this immediately by e-mail. YMG will take note of this and close his online account. In principle, all online purchases are covered by our terms and conditions of delivery.

9.4 By placing an order/making a purchase and/or downloading YMG's digital arrangements, the subscriber files a binding application for the use of the selected service at the prevailing prices and under the prevailing terms of delivery. YMG will accept this application by delivering this service or by making the download facility for a digital song title available, or by sending the ordered digital arrangements by e-mail or regular post. This will be at the sole discretion of YMG.

9.5 Any disputes not covered by these Terms will always be brought before a competent Dutch court.

**10. Translations**

This is a translation of our original Dutch General Conditions. In the event of a conflict, the original Dutch General Conditions will prevail and Dutch law will be applicable.