

# General Terms and Conditions of GT Music Licences Ltd (as of 15 February 2023)

The General Terms and Conditions of GT Music Licences Ltd (hereinafter referred to as the “General Terms and Conditions”), the special terms and conditions applicable to the usage licence (hereinafter referred to as the “Special Terms and Conditions”) and the confirmation of agreement constitute the usage licence agreement (hereinafter referred to as the “Usage Licence Agreement”). In the event of any conflict between these General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions take precedence and, secondarily, these General Terms and Conditions.

## Validity of the Usage Licence Agreement

The Usage Licence Agreement can be concluded for an indefinite period or for a fixed term. The term of the Usage Licence Agreement is indicated in the confirmation of agreement. The minimum duration of a fixed-term licence is one (1) month.

The parties have the right to terminate the Usage Licence Agreement with one month's notice by notifying the other party.

## Prices and handling fees

The price of the licence is determined in accordance with the valid Gramex and Teosto price lists. Value added tax is added to the prices in accordance with the current legislation.

Gramex and Teosto may revise their prices annually, taking into account changes in the general earnings and cost level.

Late payments are subject to statutory interest on arrears. Recovery of outstanding receivables may be outsourced to an external contractor.

GT Music Licences has the right to charge a handling fee specified on its website at the given time for separate measures related to the Usage Licence Agreement.

## Customer's notification obligation

The customer is obligated to notify GT Music Licences of the information related to the granting of the licence, determination of compensation, delivery of invoices and the licensed sites as well as other information necessary for the fulfillment of the Usage Licence Agreement.

The customer is also obligated to immediately notify GT Music Licences Ltd of any changes to this information. GT Music Licences is not obligated to pay compensation to the customer due to a change in the basis of compensation if the customer has not notified GT Music Licences of the change in accordance with this section. The information about changes in addresses will not be transferred to GT Music Licences Ltd via the Business Information System, Posti or the Population Information System.

If the customer does not notify GT Music Licences Ltd of the basis for compensation pursuant to the price list or the information necessary to determine the basis, GT Music Licences Ltd is entitled to estimate the amount of compensation and invoice the customer accordingly.

### **Responsibilities of GT Music Licences**

GT Music Licences is responsible for the fact that it has the right to grant the licence referred to in the Usage Licence Agreement and to agree on the compensation referred to in section 47 of the Copyright Act.

### **Responsibilities of the customer**

The customer is responsible for ensuring that no phonograms or works are used in violation of the terms and conditions of the Usage Licence Agreement and the provisions of the Copyright Act.

The customer is responsible for ensuring that no works or phonograms produced in violation of the Copyright Act are used in their activities.

### **Right of GT Music Licences not to enter into an agreement or to grant a licence**

GT Music Licences has the right to refuse to enter into a Usage Licence Agreement and to grant a licence if:

- GT Music Licences, Teosto or Gramex has a customer receivable based on a breach of law or an overdue receivable pursuant to the agreement that is not minor
- the customer has materially or repeatedly violated the rights under the Copyright Act or the terms and conditions of the license
- GT Music Licences has other compelling reasons for this.

### **Right of verification and safeguards for payment**

GT Music Licences or persons appointed by it has the right to verify the legality of the phonograms and works used on the basis of the Usage Licence Agreement and the accuracy of the information affecting the compensation bases of the Usage Licence Agreement.

GT Music Licences has the right to require compensation in accordance with the price list in advance or the provision of a corresponding security deposit in order to avoid foreseeable credit loss or other special reason.

### **Transferability of the licence**

The customer does not have the right to transfer the Usage Licence Agreement to a third party without the written consent of GT Music Licences.

### **Use and confidentiality of the information collected from the customer**

GT Music Licences may use the information obtained from the customer for the production and invoicing of services, statistics, research and product development, among other things.

GT Music Licences:

- undertakes to keep confidential any information concerning the customer's business which is considered to be a business or professional secret
- processes personal data only in accordance with the personal data legislation.

GT Music Licences' Privacy Policy can be found on GT Music Licences' website. · may, however, disclose such information to other entities which manage copyrights to the extent that such disclosure is necessary for the implementation of the cooperation between GT Music Licences and such entities related to music licences.

### **Customers in a role of a consumer**

A customer in a role of a consumer has the right to cancel the Usage Licence Agreement by notifying GT Music Licences within fourteen (14) days of the beginning of the term of the Usage Licence Agreement. However, the right of cancellation does not exist after the customer has started using the licensed music.

In other respects, the terms and conditions of the Usage Licence Agreement apply as such to customers in a role of a consumer, unless otherwise specified in the Consumer Protection Act.

### **Indirect and consequential damage**

Neither party is liable for indirect or consequential damage caused to the other party. Such damage includes loss of business profits, loss of market share, loss of goodwill or damage caused by interruption of activity or production.

The liability for damages agreed herein is without prejudice to the right of GT Music Licences or the rightholders it represents to claim compensation from the customer under the Copyright Act, the Tort Liability Act or other regulations or on any other basis.

### **Termination of the Usage Licence Agreement**

GT Music Licences is entitled to terminate the Usage Licence Agreement with immediate effect if:

- the customer is acting in violation of the terms and conditions of the Usage Licence Agreement or the Copyright Act
- the compensation invoiced under the Usage Licence Agreement has not been paid within thirty (30) days of the invoice due date
- the customer declares or confirms that the information required by the Usage Licence Agreement is materially incorrect
- the authorisations granted to GT Music Licences by Teosto and Gramex are substantially limited, reduced or terminated.

If GT Music Licences Ltd partially terminates the Usage Licence Agreement, the customer is entitled to fully terminate the Usage Licence Agreement with immediate effect.

### **Validity of the terms and conditions**

These General Terms and Conditions will enter into force on 15 February 2023 and will remain in effect until further notice.

GT Music Licences may change these General Terms and Conditions by notifying the customer on its website or by other communication no later than one month before the change takes effect. The new amended terms and conditions also apply to all Usage Licence Agreements concluded before the change. If the customer does not agree to the amendment of the terms and

conditions, the customer has the right to terminate the Usage Licence Agreement in accordance with the notice period.

### **Applicable law and settlement of disputes**

The interpretation of the Usage Licence Agreement is governed by the laws of Finland, except for the connecting factor rules. Disputes concerning the Usage Licence Agreement are settled, as the first instance, in the Helsinki District Court or, if the dispute is related to a matter within the jurisdiction of the Market Court, the dispute may also be submitted to the Market Court for resolution. A customer in a role of a consumer may also refer the dispute to the district court of their domicile or to the Consumer Disputes Board.

If there are differences between the different language versions, the Finnish version takes precedence.