

# TERMS OF USE FOR TUSASS MUSIC

Thank you for your interest in Tusass Music. Here you will find the terms and conditions for your use of Tusass Music ("**Terms of Use**").

## 1. DEFINITIONS

<b>Tusass Music</b>	A streaming service provided by Tusass as an App that can be downloaded to and accessed from Android and IOS devices that makes our Content available to you.
<b>Subscription</b>	Your access to Tusass Music on a monthly basis.
<b>Start Date</b>	The day you sign up for Tusass Music via our App.
<b>Initial Subscription Period</b>	The first Subscription Period running from the Start Date and for the following thirty (30) days, regardless of whether the Subscription is purchased with or without a Trial Period.
<b>Subscription Period</b>	Your access to Tusass Music for a period of thirty (30) days, which automatically renews for a similar period after the 30th day.
<b>Trial Period</b>	Your access to Tusass Music for a specified period of time without payment.
<b>User Account</b>	When you sign up for Tusass Music, we automatically create a user account for you. In the user account you can manage your use of our Content as well as your user information.
<b>Agreement</b>	Your agreement with Tusass regarding your Subscription for Tusass Music, which is governed by these Terms of Use and any amendments to these Terms of Use, as well as our Privacy Policy.
<b>Tusass' Licensors</b>	Rights holders other than Tusass to Content that Tusass makes available to you in Tusass Music based on the agreement that Tusass has entered into with the rights holders or rights holder organisations.

## 2. TUSASS MUSIC AND THE AGREEMENT

- 2.1 Tusass Music is a music service that offers access to streaming music from Greenlandic artists with a connection to Greenland, as well as related graphics, such as cover images ("**Content**").
- 2.2 When you sign up and use Tusass Music, you enter into a binding agreement with Tusass A/S, company reg. no. 17516345, Farip Aqqutaa 8, PO Box 1002, 3900 Nuuk, Greenland ("**Tusass**", "**we**", "**us**", "**our**").
- 2.3 Your Agreement with us includes these Terms of Use and the Privacy Policy.
- 2.4 By registering with Tusass Music, you acknowledge and agree to be bound by the Agreement.

## 3. REGISTRATION AND USE OF THE TUSASS MUSIC APP

- 3.1 You register with Tusass Music by downloading the app "Tusass Music" (the "**App**") through either App Store or Google Play, which have their own terms and conditions for downloading and using apps, including requirements for installation and use, which we recommend you to read.
- 3.2 In order to use Tusass Music and access Content, you must (i) be 18 years of age or older, or 13 to 17 years of age and have your parent's or guardian's consent; and (ii) have the right to enter into a binding agreement with us; and (iii) reside in Greenland or Denmark.

- 3.3 You promise that the information you register and submit to Tusass is true, accurate, complete and up-to-date throughout the Subscription Period.
- 3.4 When you register with Tusass Music, our payment solution reserves DKK 1,00 on your bank account. This is to ensure that your bank account is valid. The reservation will be released on the date of payment for the Initial Subscription Period, and latest 30 days after the reservation.
- 3.5 When you register with Tusass Music, you create a User Account, which requires you to provide us with certain information about you. To log in to your account, you will need your phone number and the verification code that we send to you using your phone number. We may access your information to verify and manage your User Account.
- 3.6 You are responsible for all use of your User Account, including for ensuring the confidentiality of your information in your User Account, including your password. In the event of a security breach related to your use of the App, you must inform us immediately.

#### **4. PAYMENT AND TRIAL PERIOD**

- 4.1 You can purchase access to use Tusass Music as a Subscription on a monthly basis. Payment for the Subscription is charged monthly in advance and the first payment is made after the Subscription Start Date.
- 4.2 We may from time to time offer Subscriptions for Tusass Music with initial Trial Periods for a given period of time at no charge. We may withdraw or modify a Trial Period at any time without prior notice and without any liability whatsoever.
- 4.3 When you sign up for a Subscription with a Trial Period, you will need to enter your payment details to commence the Trial Period. By providing your payment details, you agree that we will automatically charge you for the remaining Initial Subscription Period on the day after the end of the Trial Period. If you do not wish to continue the Subscription after the Trial Period and wish to avoid payment for the remaining Initial Subscription Period, you must cancel your Subscription before the last day of the Trial Period.
- 4.4 After the Initial Subscription Period, we will continuously and automatically collect payment from you for each new Subscription Period. You will be charged monthly prior to each new Subscription Period. The first payment after the Initial Subscription Period is due thirty (30) days after the Subscription Start Date.

#### **5. RENEWAL AND TERMINATION**

- 5.1 Your Subscription will automatically renew at the end of the relevant Subscription Period, unless you terminate your Subscription before the end of the Subscription Period. You can terminate your Subscription at: <https://music.tusass.gl>.
- 5.2 Your termination will be effective from the day after the last day of the relevant Subscription Period, after which you will no longer have access to Tusass Music. We will not refund payments for the period from your termination until the end of the relevant Subscription Period, unless you terminate your Subscription before expiry of the Right of Cancellation.

#### **6. RIGHT OF CANCELLATION**

- 6.1 Within the first fourteen (14) days after you have registered with Tusass Music, you may, with or without specifying a reason, change your mind about the purchase and get your money back ("**Right of Cancellation**").
- 6.2 You accept that your Right of Cancellation is valid for fourteen (14) days from the time when you

registered with Tusass Music, regardless of whether you have purchased a Subscription with or without a Trial Period, and that your Right of Cancellation will subsequently lapse.

6.3 For refunds, we use the same method you used to pay Tusass Music.

6.4 If you wish to use your right of cancellation, please contact us at [music@tusass.gl](mailto:music@tusass.gl) and state that you wish to exercise your Right of Cancellation.

## **7. TERMS OF USE FOR TUSASS MUSIC AND CONTENT**

7.1 We grant you a limited, non-exclusive, revocable, non-transferable right to use Tusass Music and Content (collectively the "**Right to Use**") herein. Tusass does not sell or transfer Tusass Music or Content to you. Tusass and Tusass' licensors retain all rights to Tusass Music and Content, regardless of whether they are installed on your personal devices, including, a computer, a smartphone, a tablet, portable devices, speaker systems, etc. You promise and agree that you will only use Tusass Music and Content for your own personal, non-commercial use and that you will not distribute or otherwise make Tusass Music or Content available to others.

7.2 Your Right of Use is valid until terminated by either you or Tusass.

7.3 By using Tusass Music, you promise not to use Tusass Music, Content, or any part thereof in a manner not expressly authorised by this Agreement or in violation of applicable law. Tusass does not grant you any rights to Tusass Music and Content except as expressly stated in the Agreement.

7.4 Tusass reserves the right to give you a warning and/or immediately suspend or terminate your Subscription in case of misuse of Tusass Music and Content in violation of Tusass Music's purpose ("**Fair Use**"). Examples of such misuse include:

- (i) If Tusass suspects that you share your Subscription and thus your personal right of use with others in order for the other persons to avoid having to subscribe to Tusass Music themselves.
- (ii) Tusass may reject your registration if you use a phone number that has previously been registered when registering with Tusass Music, if Tusass suspects that you abuse the Right of Cancellation in order to gain access to Tusass Music without having to pay for it.
- (iii) If Tusass suspects a systematic playing of certain Content for the purpose of generating revenue for one of Tusass' Licensors.

7.5 Tusass reserves the right to give you a warning and/or immediately suspend or terminate your Subscription upon your failure to comply with the Agreement, including the terms of use of Tusass Music and the Content.

7.6 Third party software, e.g. open source software, included in Tusass Music, is made available to you in accordance with such third party's licence terms.

## **8. THIRD-PARTY APPLICATIONS AND DEVICES**

8.1 To make Tusass Music available to you, Tusass Music is integrated with or otherwise interact with applications, websites and services from third parties as well as devices from third parties ("**Third-Party Applications and Devices**"). You acknowledge and agree that Tusass is in no way responsible for the actions, functions or content of Third-Party Applications and Devices or for any agreement or transaction you enter into with the provider of such. Tusass does not warrant the compatibility of Third-Party Applications and Devices with Tusass Music.

## **9. RIGHTS YOU GRANT TO TUSASS**

9.1 By using Tusass Music, you grant us the right to show you marketing content and ads and other

information. You also allow us to authorise our business partners to do the same.

- 9.2 You agree that Tusass may use collected data about you and your use of Tusass Music for internal use, including for marketing Tusass' products and services in general.
- 9.3 You agree that any feedback, ideas and suggestions to Tusass that you provide in relation to Tusass Music or Content shall not be considered confidential and you grant Tusass the right to use your feedback, ideas and suggestions without restriction and without payment to you.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All intellectual property rights, titles and interest in and related to Tusass Music, including but not limited to trademarks, service marks, logos, slogans, trade names, domain names and other distinctive marks of Tusass Music or as used on Tusass Music ("**Tusass Music Features**") are the sole property of Tusass or Tusass' Licensors. The Agreement does not grant you the right to use Tusass Music Features in any way, either commercially or non-commercially.
- 10.2 All intellectual property rights, titles and interest in and related to the Content, including but not limited to copyrights, trademarks and logos, are the sole property of Tusass or Tusass' Licensors. The Agreement does not grant you the right to use the Content in any way, either commercially or non-commercially.
- 10.3 You agree not to reproduce, duplicate, copy, sell, resell, or publish Tusass Music and Content, except as permitted in the Agreement or as otherwise agreed in writing between you and Tusass.

## **11. TERM AND TERMINATION**

- 11.1 The Agreement enters into force from the day you register with Tusass Music and applies throughout the Subscription Period until the Subscription is terminated or the Agreement is cancelled in accordance with the terms.
- 11.2 You may discontinue the use of Tusass Music at any time by uninstalling and discontinuing the use of the Tusass Music App.
- 11.3 You may terminate the Agreement at any time in accordance with the terms of termination in section 5.
- 11.4 Tusass reserves the right to terminate your Subscription at any time without cause and without notice, including in the event that you (i) do not comply with the terms of the Agreement; (ii) Tusass suspects fraud, cheating or misuse of Tusass Music and the Content; (iii) Tusass suspects other illegal activities related to your User Account. Please see section 7 for more details.
- 11.5 In case of Tusass' termination of your Subscription, the same terms of payment apply as for your own termination in accordance with the terms of termination in section 5.

## **12. LIABILITY AND DISCLAIMER**

- 12.1 Tusass Music is provided "as is" and without warranties of any kind with respect to functionality, uptime and availability.
- 12.2 In the event that Tusass may be held liable for any loss suffered by you as a user of Tusass Music, such liability is limited to the following: (i) no indirect loss is covered, including but not limited to loss of data; (ii) loss is limited to a maximum compensation of DKK 1,000; and (iii) only claims arising from Tusass' grossly negligent or wilful acts are covered.
- 12.3 The foregoing is limited by any mandatory rules of liability under applicable law.

### **13. AVAILABILITY AND CHANGES**

- 13.1 To ensure the optimal functioning of Tusass Music, we will from time to time make changes to the Agreement to improve existing features and add new features, or for operational, security, legal and regulatory reasons.
- 13.2 We also reserve the right to modify or terminate existing and applicable Subscriptions, including price adjustments and changes to the terms of the Trial Period.
- 13.3 We will notify you of any material changes to the Agreement in a manner appropriate to the circumstances, e.g. by notifying you in the Tusass Music App. If you wish to continue using Tusass Music, your continued use will be deemed acceptance of the changes.
- 13.4 If you do not wish to continue using Tusass Music due to the changes to the Agreement, you may reject such changes by terminating your Subscription prior to a change to the Agreement becoming effective. You can terminate your Subscription at [music@tusass.gl](mailto:music@tusass.gl).
- 13.5 We also reserve the right to change Tusass Music or discontinue Tusass Music.

### **14. COMPLAINTS**

- 14.1 If you have any complaints about Tusass Music, please reach out to us in writing by e-mail to [music@tusass.gl](mailto:music@tusass.gl) and include a detailed description of your complaint and what you would like us to do.
- 14.2 You may also submit a complaint to the Greenlandic Consumer Complaints Board, which you can read more about on [aqa.gl/forbrug/](http://aqa.gl/forbrug/) (in Greenlandic and Danish only).

### **15. CHOICE OF LAW**

- 15.1 This Agreement and any use of Tusass Music and the Tusass Music App are subject to Greenlandic law.

### **16. CONTACT**

- 16.1 If you have any questions regarding Tusass Music or the Agreement, please contact our customer service:

Tusass A/S

Company reg no.: 17516345

Farip Aqqutaa 8

P.O. Box 1002

3900 Nuuk

Greenland

[music@tusass.gl](mailto:music@tusass.gl).

## TERMS FOR PODCASTS AND CONTENT CREATORS AT TUSASS MUSIC

### 1. Introduction

- 1.1. Tusass A/S, cvr.nr. 17516345, Farip Aqqutaa 8, 3900 Nuuk, Greenland ("**Tusass**") provides a technical platform that enables the distribution and availability of podcasts via Tusass Music.
- 1.2. These terms ("**Podcast Terms**") apply to any natural or legal person who links a podcast to Tusass Music (the "**Podcaster**"), and include the linking of podcasts to, and the Podcaster's use of Tusass Music as a distribution platform.
- 1.3. "**Podcast**" means digital files with audio content, including episodes and associated metadata, that are linked to Tusass Music via upload, RSS feed or other technical integration.
- 1.4. By linking a Podcast to Tusass Music, the Podcaster accepts these Podcast Terms.
- 1.5. The use of Tusass Music is subject to the Tusass Music Terms of Use. The Podcast Terms supplement the Tusass Music Terms of Use and apply specifically to the Podcaster. In the event of any inconsistency between the terms, these Podcast Terms shall prevail for matters relating to Podcasts.

### 2. Distribution of responsibilities, conclusion of agreements and restrictions on use

- 2.1. Tusass only provides a service as a distribution platform without any requirement for remuneration. Tusass does not act as an editor, publisher or content manager for Podcasts associated with Tusass Music. Tusass strives to ensure high functionality but does not provide any guarantees for this. Tusass cannot be held liable for temporary or long-term technical errors, crashes, interruptions, updates, technological changes or cases of force majeure, including natural disasters, strikes or other circumstances beyond Tusass' control.
- 2.2. Tusass Music is made available through a third party. By linking a Podcast to Tusass Music, the Podcaster consents to the Podcast being made available to the third party.
- 2.3. Tusass may set technical requirements for format and quality for linking Podcasts to Tusass Music. Technical requirements may change at any time.
- 2.4. Tusass does not guarantee back-up or archiving of Podcasts.
- 2.5. Natural persons must be 18 years of age before they can associate Podcasts with Tusass Music. Podcasters must at any time, upon request from Tusass, be able to provide documentation that the Podcaster meets the age requirement. Tusass is entitled, without liability, to suspend the Podcaster and

remove Podcasts temporarily if there is a suspicion that the Podcaster does not meet the age requirement.

- 2.6. The Podcaster is solely responsible for the content and legality of the Podcast, including, but not limited to, statements, opinions, rights, advertising, sponsorships and compliance with applicable legislation.
- 2.7. The Podcaster guarantees that he or she has all necessary rights and permissions to associate the Podcast in question and its content with Tusass Music, including copyright and other intellectual property rights as well as rights to use commercial music. The Podcaster also guarantees that any necessary consent has been obtained, including e.g. from the contributors.
- 2.8. The Podcaster warrants that the Podcast and the distribution through Tusass Music do not infringe the rights of third parties, including copyright, trademarks and other intellectual property rights, as well as the processing of personal data and the law in general.
- 2.9. The Podcaster must inform Tusass if a license to use music or other content in a Podcast expires or otherwise ceases. The notification must be given to Tusass before the license expires.
- 2.10. The Podcaster must immediately inform Tusass if the Podcaster is met with a claim from a third party for infringement of rights, including trademarks, copyright or processing of personal data.

### **3. Rights and License**

- 3.1. By linking a Podcast to Tusass Music, the Podcaster grants Tusass a non-exclusive, transferable, global, royalty-free and perpetual license to:
  - (a) Display, stream and distribute the Podcast via Tusass Music,
  - (b) store, cache and technically process the Podcast to the extent necessary for the operation of the service, and
  - (c) use the Podcast's title, cover, descriptions and metadata in connection with the marketing of Tusass Music.
- 3.2. The license also applies to the third party through whom Tusass Music is made available.
- 3.3. The license may be terminated by the Podcaster at any time with two weeks' notice.
- 3.4. The license does not imply any transfer of ownership or intellectual property rights to the Podcast or the podcast content.

### **4. Content restrictions (Content policy)**

- 4.1. Podcasts may not contain:
  - (a) Illegal content.

- (b) Offensive, defamatory, discriminatory or hateful content.
  - (c) Content that infringes the rights of third parties, including copyrights and other intellectual property rights.
  - (d) Content that involves a violation of rules on the processing of personal data.
  - (e) Hidden advertising, advertisements for alcohol or tobacco products or content that violate marketing legislation.
  - (f) Content that, in Tusass's opinion, may harm Tusass, Tusass Music or users of the service.
- 4.2. The Podcaster may include advertisements and sponsorships in the Podcast, provided these comply with applicable rules on advertising labeling and marketing legislation in general.
  - 4.3. Tusass is not a party to and assumes no liability for sponsorships, advertisements or agreements entered between the Podcaster and third parties.
  - 4.4. Tusass will assess whether content complies with these terms. If Tusass determines that the Podcaster has violated the terms of this Content Policy, Tusass may remove Podcasts, including individual episodes, and suspend or ban the Podcaster in accordance with the terms of section 5.

## **5. Removal, Suspension, Exclusion and Termination**

- 5.1. Tusass reserves the right to remove Podcasts, including individual episodes, without notice, and to suspend or exclude a Podcaster who:
  - (a) Repeatedly or materially violates these Podcast Terms,
  - (b) gives rise to repeated or serious complaints from users or third parties, or
  - (c) is assessed to be likely to cause loss to Tusass, including based on legal, commercial or reputational considerations.
- 5.2. Tusass may remove episodes in a Podcast without notice that violate the Content Policy in clause 4.
- 5.3. Tusass may remove Podcasts, including individual episodes, and temporarily suspend the Podcaster, in connection with an investigation into whether there are grounds for permanent removal and final suspension.
- 5.4. In addition to the above, Tusass may remove Podcasts from Tusass Music at any time with 1 months' notice to the Podcaster.
- 5.5. The Podcaster cannot make any claims against Tusass because of removal, suspension, exclusion or cessation of distribution.

- 5.6. Tusass is not responsible for storing Podcasts and cannot be held liable for any loss of Podcasts, including indirect and consequential losses, if Podcasts are removed from Tusass Music.

## **6. RSS feeds and third-party content**

- 6.1. Podcasts must be linked to Tusass Music via RSS feeds or other third-party solutions.
- 6.2. Tusass does not guarantee the availability, stability or content of such feeds and assumes no liability for matters related thereto, including third-party interruptions or errors.
- 6.3. Tusass cannot guarantee that Podcasts will be made available to users on Tusass Music on the same day that the Podcaster links the Podcast to Tusass Music.

## **7. Data protection**

- 7.1. Tusass has no control over the content of Podcasts and assumes no responsibility for the processing of personal data therein.
- 7.2. If a Podcast contains personal data, the Podcaster is responsible for the processing of the personal data. The Podcaster must ensure that any processing of personal data is in accordance with applicable Greenlandic legislation, as well as, where relevant, international data protection rules when Podcasts are distributed outside of Greenland.
- 7.3. When linking Podcasts to Tusass Music, the Podcaster is aware that Podcasts may be distributed and stored via a third party outside Greenland.
- 7.4. Tusass may process technical and operational data about Podcasts, including log files and statistics, as part of the operation of Tusass Music. Tusass processes such information in accordance with the then-current privacy policy, which the Podcaster accepts.

## **8. Limitation of liability and indemnity**

- 8.1. Tusass assumes no responsibility for content in Podcasts, including statements, advertisements, sponsorships or third-party relationships.
- 8.2. Tusass cannot be held liable for the Podcaster's losses resulting from the use of Tusass Music, unless the loss is due to intentional or grossly negligent actions by Tusass. Under no circumstances can Tusass be held liable for indirect losses, including consequential losses, operating losses, loss of income or reputation related to the Podcaster's use of Tusass Music as a distribution platform.
- 8.3. The Podcaster shall indemnify and hold Tusass harmless from any damage, loss or expense, including reasonable legal fees and charges, that Tusass may incur as a result of the Podcaster's association of the Podcast with Tusass Music or the Podcaster's breach of these Podcast Terms. This applies, for example, to infringement of intellectual property rights and breaches of rules on the processing of personal data or other legislation.

## **9. Complaints, applicable law and venue**

- 9.1. The Podcaster may file a written complaint with Tusass about Tusass' decision to remove a Podcast or episode, suspend or exclude it from Tusass Music. The complaint must be filed no later than 14 days after the Podcaster has been notified of the decision.
- 9.2. Complaints must be sent via email to [music@tusass.gl](mailto:music@tusass.gl).
- 9.3. These Podcast Terms are governed by Greenlandic law.
- 9.4. Any dispute arising out of or relating to these Podcast Terms shall be settled by the courts of the Court of Greenland.

## **10. Changes**

- 10.1. Tusass reserves the right to change these Podcast Terms from time to time.
- 10.2. Material changes to these Podcast Terms that affect the Podcaster's rights will be notified.
- 10.3. Continued association of Podcasts after changes is deemed to be the Podcaster's acceptance of the updated terms.