

Soundtrap® for Education Terms of Use

Effective August 10, 2020

NOTE: If you are signing up to or using the Soundtrap® service as a non-educational, individual creator, these are not the right terms for you. Please review our [Soundtrap Terms of Use](#) instead.

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1. Introduction and binding agreement

Welcome to Soundtrap® for Education, a service provided by Spotify (“Soundtrap®”, “we” “our”, or “us”).

These Soundtrap® for Education Terms of Use (“Terms of Use”) govern your use of the Soundtrap® for Education services including all associated features and functionalities, websites, mobile and desktop applications and all related tools, applications, data, software, APIs as well as all other content and services associated with the Soundtrap® for Education services (the “Service”).

By signing up or otherwise accessing or using any part of the Service you are entering into a binding agreement with Spotify USA Inc. If you are signing up or using the Service on behalf of a school, school district, or other educational organization or entity (the “School”) you are agreeing to the agreement on behalf of the School and promise that you have the authority to bind the School to this agreement. In that case, “you” and “your” will refer to the School.

Your agreement with us includes these Terms of Use together with our [Data Processor Agreement](#) and any additional terms to which you agree with us from time to time, other than terms with any third parties (collectively, the “Agreement”). If you wish to read the terms of the Agreement, the current effective version can be found on our website, www.soundtrap.com/edu (the “Website”).

Please read these Terms of Use and the other referenced documents carefully, as they include important information on:

- your legal rights and obligations when you use the Service;
- your responsibilities for your end users’ use of the Service;
- the rights you give us when you and your end users use the Service;
- the rules everyone needs to follow when using the Service;
- other key information regarding changes and termination of the Service, automatic renewals, your liability for content, infringements and limitation of liability

You acknowledge that you have read and understood the Agreement, and agree to be bound by it. If you do not agree with (or cannot comply with) the Agreement, then you and your end users may not use the Service or any parts thereof.

2. Registration and notice requirements

You are responsible for providing all notices to, and obtaining any and all consents from, any student invited to use the Service through your plan (“Student”) that may be required by applicable law. You will also convey notification on our behalf to your Students or, with respect to a Student under 18 years of age, to the Student’s parent or guardian, upon our request

including in connection with any judicial order or lawfully-issued subpoena requiring the disclosure of Student personal data in our possession as may be required under applicable law.

If you allow children under the age of 13 to use the Service, you consent, as required under the Children's Online Privacy Protection Act of 1998 ("COPPA"), to the collection and use of personal data from such Students in the Service, as described in our [Education Privacy Policy](#). You are solely responsible for compliance with COPPA, including obtaining verifiable parental consent for the collection of Student personal data in the Service for any child under the age of 13.

We and you acknowledge that (a) we may receive personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"); and (b) to the extent that we receive such records, we will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with our obligations under FERPA.

3. Changes to the Agreement

We reserve the right to change, alter, replace or otherwise modify the Agreement, including these Terms of Use, at any time.

When we make any material changes to the Agreement, including these Terms of Use, we will provide you with notice as we deem appropriate under the circumstances, for example by updating the date of last modification and posting to the Website, displaying a prominent notice on the Website, within the Service and/or by sending an email to the email address registered in your account (we never send these emails to Students). In some cases we will notify you in advance, and your continued use of the Service after the changes have taken effect will constitute your acceptance of the revised Agreement. If you do not wish to continue using the Service under the new version of the Agreement, you may terminate the Agreement as described in the [Term and Termination section](#) below.

4. Our Service, subscriptions, price changes etc.

Soundtrap® for Education is a cloud-based hosting and collaborative audio recording platform for use by Students and teachers in an educational setting.

By purchasing a Soundtrap® for Education subscription, you will be granted access to our educational plan (the "Educational Subscription") pursuant to which you may provide access for you and your Students and other end users to use the Service in accordance with the number of seats you have purchased. You acknowledge and agree that you: (a) are responsible for the use of the Service by your Students and all other end users that use the Service through your Educational Subscription, including any administrators or teachers (collectively, "End Users"); and (b) shall ensure that each of your End Users complies with the Agreement. You shall be responsible for all losses, damages, and costs (including attorneys' fees) incurred by us in connection with any use of the Service by any End User, any claim made by an End User, or

any failure of any End User to comply with the Agreement.

You may purchase an Educational Subscription either directly from us or from a third-party reseller (where available) (the "Reseller"). If the Educational Subscription is purchased from a Reseller, you will enter into a separate order form or agreement setting forth the fees to be paid by you to the Reseller for the Educational Subscription. We are not liable or responsible for any commercial or other terms agreed between you and the Reseller, except that we shall remain responsible for the provision of the Service in accordance with this Agreement, and your use of the Service shall be governed by the same.

You may purchase an Educational Subscription directly from us by paying the subscription fee in advance on a yearly basis, or some other recurring interval agreed upon prior to the purchase. Prices and fees are exclusive of, and you are responsible for, any federal, state, local or other taxes. We may collect and remit sales tax on your purchase when legally required to do so, unless you provide us with a valid tax exempt certificate. Taxes we collect, if any, will be listed separately on the invoice. Upon our request, you will provide us with a certificate or other evidence documenting your tax-exempt status. You agree to make all payments of fees to us free and clear of, and without reduction for, any withholding taxes.

If you use a credit card as payment method, your Educational Subscription and payment will automatically renew at the end of the applicable subscription period, unless you cancel your Educational Subscription upon thirty (30) days' written notice before the end of the then-current subscription period. If you use another payment method, your payment will not renew automatically and your Educational Subscription will cancel automatically at the end of your initial subscription period. In both cases, the cancellation will take effect the day after the last day of the current subscription period, and you will have no continued right to use the Service thereafter. If you cancel the Educational Subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us.

We may change the price for the Educational Subscription from time to time and we will communicate any price changes in advance of any renewal and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Service after the price change takes effect. If you do not agree with a price change, you may reject the change by cancelling your Educational Subscription before the price change takes effect.

Any invoices are due and payable within thirty (30) days from the invoice date.

From time to time, we or others on our behalf may offer trials or special offers of the Educational Subscription for a specified period without payment or at a reduced rate (a "Trial"). These Trials may be subject to separate and additional terms and conditions. We may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law. Unless otherwise set forth in the Trial terms and conditions, you will have no continued right to use the Educational Subscription after

the Trial expires.

5. Student Data

By signing up to and using the Service, we will collect certain account and platform usage data about your Students (the “Student Data”) and other End Users as further described in our [Education Privacy Policy](#). Student Data may contain personal information as well as other information relating to your and your Students’ and other End Users’ use of the Service, such as the Students’ interactions with the Service and the content viewed, uploaded or created using the Service.

We collect, maintain, use or share Student Data only to provide the Service and as otherwise permitted by applicable laws. We may use aggregate or de-identified Student Data that does not identify any individual Student for research, analysis, and similar purposes, for example, to better understand how users access and use our Service, to improve our services, or for other research and analytical purposes.

We will not advertise or market to Students or others based on Student Data. We will not disclose personal information about Students to third parties, except as further described in our [Education Privacy Policy](#), such as to our service providers when needed to provide the Service, as required by law or court order, to authorized school personnel as directed by a Student’s school, or to protect the security of the Service or other users. We do not sell, rent, or trade Student Data.

For more information on access, security, deletion and how we protect Student Data, please visit our [Trust Center](#) and [Education Privacy Policy](#).

You and your End Users are solely responsible for maintaining the confidentiality and security of your accounts and login credentials, and for all activity emanating from the accounts under your Educational Subscription. We reserve the right to suspend or terminate your or any End User’s access and account(s) if activities occur which, in our sole discretion, would or might constitute a violation of the Agreement or applicable laws or regulations or to protect the rights of property of us or any other customer or user.

6. Your use of the Service

Subject to your strict compliance with the Agreement by you and your End Users, we grant you a limited, non-exclusive, revocable and non-transferable permission to, for educational purposes only, use the Service and to provide access to your End Users to use the Service in order to: (i) submit, upload, record or post audio, text, photos, pictures, graphics, comments, and other content, data or information (“Content”) to the Service, including using the Sample Content described below, and (ii) view, listen to, collaborate, share and download other users’ Content, as permitted by the settings that you have selected for your Educational Subscription.

The Service may provide access to certain pre-recorded sample content including audio files, loops and beats, instruments and other sounds, sound settings, graphics, images and similar assets (“Sample Content”). The Sample Content is proprietary to Soundtrap® and/or its licensors, and is protected by applicable intellectual property laws, including copyright. Unless otherwise provided, you and your End Users may use all Sample Content included in the Service on a royalty-free basis to create your own original Content. The Service may also provide access from time to time to complete musical or other audio works and compositions (“Demo Projects”). These Demo Projects serve as inspiration and education only and neither you, nor your End Users may include these Demo Projects in your own Content, or reformat, mix, filter, re-synthesize or otherwise alter the Demo Projects, unless otherwise explicitly provided in relation to the particular Demo Project. Neither the Sample Content, nor the Demo Projects may be commercially or otherwise distributed outside the Service on a stand alone basis or repackaged as audio samples or similar.

The Soundtrap® for Education service and software applications are not sold or transferred to you, and we and our licensors retain ownership of all copies of the Soundtrap® for Education service and software applications. Except for the permission expressly granted to you in the Agreement, you and your End Users do not acquire any right, title or interest in or to the Service.

All Soundtrap® trademarks, service marks, trade names, logos, domain names, and any other features of the Soundtrap® brand (“Soundtrap® Brand Features”) are the sole property of Soundtrap® or our licensors. The Agreement does not grant you any permission to use any Soundtrap® Brand Features whether for commercial or non-commercial use.

Third party software (for example, open source software libraries) included in the Service are made available to you under the relevant third party license terms as published and described in the Service, the Website, and in these Terms of Use.

7. Third party websites, applications and services

The Service is integrated with and may (subject to your settings) interact with certain third party websites, applications, software and services such as third party learning management systems (“Third Party Services”) to provide the Service to you. These Third Party Services may have their own terms and conditions of use and privacy policies and you understand and agree that we do not have or maintain any control over these Third Party Services, and are not and cannot be held responsible for their content, operation or use, or for any transaction you may enter into with the provider of any such Third Party Services, nor do we give any warranty with respect to the compatibility, content, operation or use of any such Third Party Services.

8. User Guidelines

We respect the rights of others and expect you and your End Users to do the same. We have established a few ground rules for you and your End Users to follow when using the Service.

You must follow the rules in this Section (“User Guidelines”) at all times and shall ensure that your End Users do the same.

The following are NOT ALLOWED for any reason whatsoever:

1. copying, ripping, capturing or attempting to do the same, any Content from the Service, other than by means of download in circumstances where the relevant uploader has permitted downloads of the relevant Content.
2. adapting, copying, republishing, making available or otherwise communicating to the public, displaying, performing, transferring, sharing, distributing or otherwise using or exploiting any Content on or from the Service, except where (i) such Content is Your Content, or (ii) as permitted under the Agreement, and within the parameters set by the uploader (for example, under the terms of Creative Commons licenses selected by the uploader).
3. using any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Service.
4. employing scraping or other automated techniques to aggregate, repurpose, republish or otherwise make use of any Content.
5. employing or making use of any techniques or services, automated or otherwise, designed to misrepresent the popularity of Your Content on the Service, or to misrepresent your activity on the Service, including by the use of bots, botnets, scripts, applications, plugins, extensions or other automated means to register accounts, login, add followers to your account, play Content, follow or unfollow other users, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Service.
6. altering or removing, or attempting to do the same, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Service or any Content appearing on the Service (other than Your Content).
7. copying or adapting, either by yourself or via a third party, the object code of the Service, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Service, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content, except to the extent permitted by applicable law.
8. renting, selling or leasing access to the Service or any Content, although this shall not prevent you from including links from Your Content to any legitimate online download store from where any item of Your Content may be purchased.

9. using or attempting to use another person's account, password, or other information, unless you have express permission from that other person.
10. selling, transferring, or offering to sell or transfer, any Soundtrap® account or access to any Soundtrap® account to any third party without our prior written approval.
11. collecting or attempting to collect personal data, or any other kind of information about other users, including through spidering or any form of scraping.
12. violating, circumventing or attempting to violate or circumvent any data security measures employed by us or any uploader; accessing or attempting to access data or materials which are not intended for your use; logging into, or attempting to log into, a server or account which you are not authorized to access; attempting to scan or test the vulnerability of our servers, system or network or attempting to breach our data security or authentication procedures; attempting to interfere with the Service by any means including hacking our servers or systems, submitting a virus, overloading, mail-bombing or crashing.

When using the Service, you are also NOT ALLOWED to upload, post, store, transmit, display, copy, distribute, promote Content or otherwise engage in any activity which, in our reasonable opinion, includes information or material that:

- is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in our reasonable discretion;
- violates, plagiarizes, misappropriates or infringes the rights of any other party including copyright, trademark rights, rights of privacy or publicity, proprietary rights or any other of our rights or the rights of a third party;
- violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or inappropriate in our reasonable opinion;
- contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Service or servers or networks forming part of, or connected to, the Service, or which does or might restrict or inhibit any other user's use and enjoyment of the Service;
- contains unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
- encourage, induce, solicit or promote, any conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation.
- impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or

sending messages or making comments using the name of another person.

- involves stalking, exploiting, threatening, bullying, abusing or otherwise harassing another user, or any of our employees.

You agree, and shall cause your End Users, to comply with the above User Guidelines, and acknowledge and agree that violation, or if we reasonably suspect violation, of these User Guidelines may result in immediate suspension or termination of your and your End Users' accounts or such other action that we see fit, including taking court action and/or reporting offending users to, and cooperating with, relevant authorities.

9. Your Content

Any and all Content that you and your End Users upload, store, transmit, submit, exchange or make available to or via the Service ("Your Content") is generated, owned and controlled solely by you and your End Users, and not by us. We do not claim any ownership rights in Your Content, and you hereby expressly acknowledge and agree that Your Content remains your sole responsibility.

Subject to your and your End Users' ownership rights in Your Content, you grant us a limited right to host, use, distribute, reproduce, transmit, publicly display and publicly perform Your Content in accordance with the settings that you have selected for your Educational Subscription, to undertake any of the tasks set forth in the Agreement and to improve and enable use of the Service, including providing support or other services as may be requested by you and your End Users from time to time.

Under no circumstances should you or your End Users upload, store, distribute, send, transmit, display, perform, make available or otherwise communicate to the public any Content to which you do not hold the necessary rights. In particular, any unauthorized use of copyright protected material within Your Content may constitute an infringement of third party rights and is strictly prohibited. Any such infringements may result in termination of your and your End Users' account, and may also result in civil litigation or criminal prosecution by or on behalf of the relevant rights holder.

You promise that, with respect to any of Your Content that you or your End Users submit to the Service, (1) you or your End Users own or have the right to submit, and have all rights necessary to grant the rights and licenses for us to use Your Content as permitted by the Agreement, and (2) Your Content, or its use by us or any End User as contemplated by the Agreement, does not violate the Agreement, applicable law, or the intellectual property, publicity, personality, or other rights of others.

10. Liability for Content

You hereby acknowledge and agree that the Service (i) stores Content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit

and/or host for the uploading, storage and distribution of such Content, (iii) plays no active role and gives no assistance in the presentation or use of such Content. You are solely responsible for all Your Content that you and your End Users upload, post or distribute to, on or through the Service.

You hereby acknowledge and agree that we do not have the obligation to review any of Your Content that is created or uploaded by you and your End Users and neither we, nor our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders have any obligation, and do not undertake or assume any duty, to monitor the Service for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of the Agreement or applicable law.

We, our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any Content (including Your Content) uploaded to the Service by our users.

By using the Service, you irrevocably waive the right to assert any claim with respect to any of the foregoing against us or any of our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

11. Blocking and Removal of Content

Notwithstanding the fact that we have no obligation to monitor the Content on the Service, we reserve the right to block, remove or delete any Content at any time, and to limit or restrict access to any Content, for any reason and without liability, including if we have reason to believe that such Content does or might infringe the rights of any third party, has been uploaded or posted in breach of the Agreement, or applicable law, or is otherwise unacceptable in our reasonable opinion.

12. Reporting Infringement

We respect the rights of intellectual property owners. If you or your End Users believe that any Content on the Service infringes your copyright, see our [copyright information pages](#). If we are notified by a copyright holder, using the process provided on the copyright information pages, that any Content infringes a copyright, we may in our sole discretion remove such Content from the Service, or take other steps that we deem appropriate, without prior notification to the user or other party who supplied or posted that Content. If such user or other party believes that the Content is not infringing, he or she may in certain circumstances submit a counter-notification to us with a request to restore the removed content, which we may or may not honor, in our sole discretion.

Please note that this process applies to copyright infringements only. If you believe that any Content infringes any other intellectual property right or is illegal, defamatory, offensive, harassment, spam or otherwise violates the [User Guidelines](#), please report this to us at

support@soundtrap.com.

13. Service Limitations and modifications

We will make reasonable efforts to keep the Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in the Service or in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with advance notice where possible, all without liability to you, except where prohibited by law, for valid reasons such as in case of genuine interruption, modification, or discontinuation of the Service or any function or feature thereof, or need to repair, maintain or improve the existing functions or features, or to add new functions or features to the Service, or to implement advancements in science and technology or ensure the operability or the security of the Service, legal and regulatory reasons. You understand, agree, and accept that we will make reasonable efforts, although we have no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

Any new versions, tools, resources and other services and features released for the Service are subject to the Agreement, including these Terms of Use, as well as any additional terms of use that may apply to those specific releases.

14. Warranty Disclaimer

WHILE WE USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICE AS SOON AS PRACTICABLE ONCE THEY HAVE BEEN BROUGHT TO OUR ATTENTION, WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, OUR SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF OUR SERVICE.

15. Limitation and time for filing

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO UNINSTALL AND TO STOP USING THE SERVICE. YOU AGREE THAT WE HAVE NO OBLIGATION OR LIABILITY ARISING FROM OR RELATED TO THIRD PARTY SERVICES OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SERVICE, AND WHILE YOUR AND YOUR END USERS' RELATIONSHIP WITH SUCH THIRD PARTY SERVICES MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR AND YOUR END USERS' SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO US, AND

WITHOUT LIMITING ANY OTHER REMEDIES YOU MAY HAVE AGAINST THE APPLICABLE THIRD PARTIES, FOR ANY PROBLEMS OR DISSATISFACTION WITH THE THIRD PARTY SERVICES OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY SERVICES.

IN NO EVENT WILL WE OUR SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS, OR OUR AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS OR SHAREHOLDERS BE LIABLE FOR:

1. ANY LOSS OR DAMAGE ARISING FROM:

(A) ANY INABILITY TO ACCESS OR USE THE SERVICE OR ANY PART THEREOF, OR TO ACCESS ANY CONTENT OR OTHER THIRD PARTY SERVICES VIA THE SERVICE;

(B) ANY CHANGES THAT WE MAY MAKE TO THE SERVICE OR ANY PART THEREOF, OR ANY TEMPORARY OR PERMANENT SUSPENSION OR CESSATION OF ACCESS TO THE SERVICE OR ANY CONTENT IN OR FROM ANY OR ALL TERRITORIES;

(C) ANY ACTION TAKEN AGAINST YOU OR YOUR END USERS BY THIRD PARTY RIGHTS HOLDERS WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF SUCH THIRD PARTY'S RIGHTS RELATING TO YOUR CONTENT OR YOUR OR YOUR END USERS' USE OF THE SERVICE, OR ANY ACTION TAKEN AS PART OF AN INVESTIGATION BY US OR ANY RELEVANT LAW ENFORCEMENT OR OTHER GOVERNMENT AUTHORITY REGARDING YOUR USE OF THE SERVICE;

(D) ANY ERRORS OR OMISSIONS IN THE SERVICE'S TECHNICAL OPERATION, OR FROM ANY INACCURACY OR DEFECT IN ANY CONTENT OR ANY INFORMATION RELATING TO CONTENT;

(E) ANY FAILURE BY YOU OR YOUR END USERS TO PROVIDE US WITH ACCURATE OR COMPLETE INFORMATION, OR TO KEEP CREDENTIALS CONFIDENTIAL;

2. ANY LOSS OR DAMAGE TO ANY COMPUTER HARDWARE OR SOFTWARE, ANY LOSS OF, DATA (INCLUDING YOUR CONTENT), OR ANY LOSS OR DAMAGE FROM ANY SECURITY BREACH (WHETHER DIRECT OR INDIRECT); AND/OR

3. ANY LOSS OR DAMAGE (INCLUDING ANY LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY, DAMAGES).

IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU UNDER THE AGREEMENT EXCEED THE GREATER OF (USD) \$100 OR THE AMOUNTS (IF ANY) PAID BY YOU TO US DURING THE PREVIOUS TWELVE (12) MONTHS FOR THE PART OF THE SERVICE GIVING RISE TO THE CLAIM.

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE MUST BE NOTIFIED TO US AS SOON AS POSSIBLE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU AND YOUR END USERS. IN SUCH CASES, YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US AND ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN YOU AND US, AND THAT OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU AGREE THAT ANY CLAIM AGAINST SOUNDTRAP® MUST BE COMMENCED (BY FILING A DEMAND FOR ARBITRATION UNDER SECTION 23.3 OR FILING AN INDIVIDUAL ACTION UNDER SECTION 23.3 WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY HAVE RIGHTS UNDER APPLICABLE LAW IN YOUR JURISDICTION WHICH PROVIDES FOR REMEDIES IN ADDITION TO THOSE SET OUT ABOVE.

Nothing in the Agreement limits or excludes our liability for fraud, fraudulent misrepresentation, death or personal injury caused by our negligence, and if required by applicable law, gross negligence.

16. Term and Termination

The Agreement will continue to apply until terminated by either you or us.

16.1 Termination by you

You may terminate the Agreement and/or cancel your Educational Subscription at any time through your account settings or by sending us a notice in writing to support@soundtrap.com or to Soundtrap, Box 4339, S-10267 Stockholm, Sweden confirming such termination or cancellation. If you cancel your Educational Subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. If you do not want your Educational Subscription to renew, you must cancel your subscription no later than thirty (30) days before the end of the then-current subscription period.

16.2 Termination by us

We may terminate the Agreement, or suspend and remove access to the Service or any part thereof, temporarily or permanently, at any time including in the event of non-payment of subscription fees, your or your End Users' actual or suspected unauthorized use of the Service and/or Content, your or your End Users' non-compliance with the Agreement or if we withdraw the Service (in which case we shall provide you with reasonable notice in advance of doing so).

In particular, we may terminate the Agreement, or suspend and remove your Educational Subscription and access to the Service if (i) you or your End Users are, or are deemed to be, infringing any third party intellectual property or other rights; (ii) you are in breach of any of the

material provision of the Agreement; (iii) we elect in our own discretion to cease providing access to the Service in the jurisdiction where you and your End Users reside or from where you and your End Users are attempting to access the Service, or (iv) in other reasonable circumstances as determined by us in our sole discretion.

16.3 Consequences of termination

If the Agreement is terminated by you or us, or if we suspend and remove your Educational Subscription and access to the Service in accordance with the Agreement, before the end of your subscription period, you agree that we shall have no liability or responsibility to you or your End Users.

Once the Agreement has been terminated, your accounts and any and all Content residing in your and your End Users' accounts, or pertaining to activity from your accounts (for example, data relating to the distribution or consumption of your sounds), may be irretrievably deleted by us, except to the extent that we are obliged or permitted to retain such Content, data or information for a certain period of time in accordance with applicable laws and regulations and/or to protect our legitimate business interests. You and your End Users are advised to save or back up any Content that you have uploaded to your accounts before terminating the Agreement.

If you access the Service via any of our applications or via any third party learning management system, deleting that application will not automatically delete your account.

Sections 2, 5-11, 14-22 and any other provisions of the Agreement, including these Terms of Use, which by their nature must remain in effect after termination of the Agreement, shall survive termination.

17. Assignment to Third Parties

We may assign the Agreement, and any of our rights under the Agreement, in whole or in part, and we may delegate any of our obligations under the Agreement, to any third party at any time without notice, including to any person or entity acquiring all or substantially all of the assets or business of Soundtrap®. You may not assign the Agreement, or any rights and obligations under the Agreement, nor transfer or sub-license any rights hereunder to any third party.

18. Severability, Waiver and Interpretation

Unless otherwise stated in the Agreement, should one or more provisions of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the fullest extent permitted by law.

Any failure by us to enforce the Agreement or any provision thereof shall not constitute a waiver of our right to do so.

As used in these Terms of Use, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation”.

19. Choice of law, mandatory arbitration and venue

19.1 Governing Law / Jurisdiction

The Agreement (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state of California, United States of America, without regard to choice or conflicts of law principles.

Further, you and Spotify agree to the jurisdiction of the Northern District of California to resolve any dispute, claim, or controversy that relates to or arises in connection with the Agreement (and any non-contractual disputes/claims relating to or arising in connection with them) and is not subject to mandatory arbitration under Section 20.2.1.

19.2 ARBITRATION AGREEMENT

This Arbitration Agreement applies only to users in the United States.

19.2.1 Dispute resolution and arbitration

You and we agree that any dispute, claim, or controversy between you and us arising in connection with or relating in any way to the Agreement or to your relationship with us as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreement) will be determined by mandatory binding individual (not class) arbitration. You and Soundtrap® further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreement.

19.2.2 Exceptions

Notwithstanding clause 19.2.1 above, you and we both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Agreement does not stop you or us from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the

law allows, seek relief against us on your behalf (or vice versa).

19.2.3 No Class Or Representative Proceedings: Class Action Waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

19.2.4 Arbitration rules

Either you or we may start arbitration proceedings. Any arbitration between you and us will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this Arbitration Agreement. You and Soundtrap® agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org (adr.org), or you may call the AAA at 1-800-778-7879. We can also help put you in touch with the AAA.

Any arbitration hearings will take place in the county (or parish) of your billing address, provided that if the claim is for US \$25,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.

If you choose to file an arbitration proceeding and you are required to pay a filing fee, We will reimburse you for that filing fee, unless your claim is for greater than US \$10,000, in which case you will be responsible for the filing fee. We will pay any other arbitration fees, including your share of arbitrator compensation, unless otherwise required by AAA rules or court order. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

19.2.5 Notice; process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express, UPS, or Express Mail (signature required), or in the

event that we do not have a physical address on file for you, by electronic mail ("Notice"). Our address for Notice is: Spotify USA Inc., Attn: General Counsel, 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, New York 10007, USA. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, and the arbitrator issues you an award that is greater than the value of our last written settlement offer, then we will instead pay you either the amount of the award or US \$1,000, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

19.2.6 Enforceability

If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in Section 19.1 shall govern any claim in court arising out of or related to the Agreement.

20. Entire agreement, third party beneficiaries

Other than as stated in this section or as explicitly agreed upon in writing between you and us, this Agreement together with any additional terms you agree to from time to time, constitute the entire agreement between you and us with respect to your and your End Users use of the Service and supersede any prior agreement between you and us with respect to the same subject matter. Any modifications to the Agreement other than by us as permitted by [Changes to the Agreement section](#) are prohibited without a written agreement signed by a representative with actual authority to bind us to those modifications.

As noted previously, however, certain aspects of your use of the Service may be governed by additional agreements. That could include, for example, when access to the Service is sold via a Reseller together with other services, or when you have agreed to terms and conditions of Third Party Services. To the extent that there is any irreconcilable conflict between any such additional terms and these Terms of Use, the additional terms shall prevail.

21. Export control

Our products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by

the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that you and your End Users are (1) not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions.

You and your End Users agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you and your End Users shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us under the Agreement to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

22. Contact Us

If you have any questions concerning the Service or the Agreement, please contact us by sending an email to contact@soundtrap.com or by visiting our Website.

If you are a California resident, you may have the Agreement mailed to you electronically by sending a letter to Spotify USA Inc., Attn: General Counsel, 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, New York 10007, USA with your email address and a request for the Agreement. In addition, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at 1-800-952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

Thank you for reading our Terms of Use. We hope you enjoy Soundtrap®.

Contracting Entity:

**Spotify USA Inc.
4 World Trade Center, 150 Greenwich Street, 62nd floor, New York
New York 10007
USA**

© Spotify USA Inc.