

**NONEXCLUSIVE LICENSE  
MUSIC ILLUSTRATION FOR  
AUDIOVISUAL CONTENT  
PARTICULAR TERMS AND  
CONDITIONS  
Internet**

<p><b>JAMENDO SA</b></p> <p><b>Contact :</b> <a href="mailto:licensing@jamendo.com">licensing@jamendo.com</a> 41, Avenue de la Gare L-1611 LUXEMBOURG <a href="http://www.jamendo.com">www.jamendo.com</a></p>	<p>Tel: + 352 26 53 42-1 Fax: + 352 26 53 42 42</p> <p>Bank: ING - CELLULL IBAN: LU42 0141 4365 1810 0000</p> <p>VAT #: LU 22234927</p>
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<p><b>USER</b></p> <p>Contact : Juergen Werres Company name : intuitivdesignn &amp; IT-Services - Jürgen Werres Address : An der Alten Reithalle 8 55124 Mainz Rheinland-Pfalz Germany Represented by Juergen Werres</p>	<p><b>Tel : 06131240548</b> <b>Email : <a href="mailto:jw@intuitivdesign.de">jw@intuitivdesign.de</a></b></p> <p><b>N° TVA : DE275935703</b></p>
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<p><b>DESCRIPTION OF THE AUDIOVISUAL WORK</b></p> <p><b>Type :</b> Internet <b>Website(s) URL :</b> <a href="http://www.hotel-am-schwimmbad.de">http://www.hotel-am-schwimmbad.de</a></p>
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<p><b>SPECIFIC LICENSE TERMS LIMITING ITS SCOPE</b></p> <p><b>Type:</b> : simple Broadcasting, which excludes advertising, shall only appear on the license holder's website, identified by one single URL (Internet address) or broadcasting on one single website such as YouTube, DailyMotion, Vimeo, ...</p> <p><b>Fee :</b> 19 euros The authorization takes effect only upon full payment of the fee.</p> <p><b>Duration:</b> : 1_year <b>Number of episodes:</b> : no</p>
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This authorization is given pursuant to the aforesaid terms and conditions and to the General Terms and Conditions hereafter, which the User declares having approved when he ordered the present license.

**WORK(S)**

Pianochocolate\_-\_Smell\_of\_the\_sea ( Pianochocolate - Morning Coffee )

**SCOPE OF THE LICENSE**

JAMENDO grants the User a license to use all or part of the Work as a music illustration of the Web Site.

This license is granted only for the following rights :

- The right to represent the Work to the public as a music illustration of the Web Site;
- The right to reproduce and duplicate the Work on any format needed for make use of the right of representation here above.

In particular, this license excludes any possibility for the User to exploit directly or indirectly the Work and notably to propose them to downloading for free or for payment.

**OBLIGATIONS OF THE USER**

**Limitation**

The Music Work can not be used in a political, pornographic, obscene, defamatory or libelous context. In case of change of its web site's address, the User shall inform JAMENDO without any delay by sending an email at the following address : [licensing@jamendo.com](mailto:licensing@jamendo.com) . If the User operates several web sites and wishes to illustrate them with the Works from JAMENDO's catalogue, the User he shall first approve and order a separated license contract for any of the other web site.

## General Terms and Conditions - Music illustration for audiovisual content

JAMENDO is a platform accessible on the Internet, the purpose of which is the distribution, under a Creative Commons License, of musical Works.

The User produces and/or operates an audiovisual content, hereafter the Audiovisual Project whose characteristics are defined in the Particular Terms and Conditions.

The present General Terms and Conditions are about to precise the conditions the User may use for a musical illustration purpose of an audiovisual content one or several works from the Site [www.jamendo.pro](http://www.jamendo.pro).

### 1. Definitions

**CONTRACT** designates the document that contains as an indivisible whole the General Terms and Conditions and the Particular Terms and Conditions.

The Particular Terms and Conditions supplement the General Terms and Conditions and prevail over them in the event of conflict.

**ARTIST** designates Musical Work selected in the JAMENDO's catalogue to be used strictly within the scope of the Contract.

**WORK** designates Musical Work selected in the JAMENDO's catalogue to be used strictly within the scope of the Contract.

**AUDIOVISUAL PROJECT** designates the audiovisual content the USER wants to associate the Work with. Category and Theme of the Audiovisual Project are the essential characteristics in consideration of which the license is given.

They are selected by the User during the order and mentioned in the Particular Terms and Conditions.

**CATEGORY** : designates the kind of Audiovisual Project selected by the User during the order among the following list :

- Movie / TV Film / Series / Animation / Documentary / short film / corporate use : These projects are hereafter mentioned as Audiovisual Works;
- Commercial / promotional clips : these projects are hereafter mentioned as Commercial Works;
- Web Sites : these projects are herein referenced as Web Sites;
- Entertainment (Programs TV/radio) : These projects are hereafter mentioned as Programs;
- Video Games (console/Internet) : These projects are hereafter mentioned as Video Games;

**THEMES** designates essential characteristics of the Audiovisual Project, selected by the User during the Order and mentioned in the Particular Terms and Conditions, in consideration of which this license is granted.

**AUDIOVISUAL WORK** designates animated sequence of frames, dubbed or not with sound, characterized by an original screenplay for a fiction, or an original construction for a documentary. This is a restrictive definition. Falling that, the Audiovisual Project shall be considered as a Program.

**COMMERCIAL WORK** designates short length sounded sequences or animated sequences of frames dubbed with sound or not, the purpose of which is to promote a product or a service.

**WEB SITE** designates the Web Site, the address of which is mentioned in the Particular Terms and Conditions. This Web Site operated by the User shall have for purpose the presentation of a professional activity and/or any profit-making activity. The Web Site may generate direct or indirect receipt and/or may operate any commercial activity for delivering goods or rendering services, excluding any e-commerce of Work from JAMENDO's catalogue.

**PROGRAM** designates sequences of sounds or animated sequences of frames, dubbed or not with sound, such as news program, entertainment TV or radio programs and any program that cannot be considered as Audiovisual Works.

**VIDEO GAME** designates audiovisual sequences dubbed or not with sound, interactive or not, accessible via a web site, a digital platform or a recordable media. This Video Game deals with the evolution of one or several characters according to a predefined screenplay.

**USER** designates a natural person or the legal entity designated in the Contract, to whom this license is given.

### 2. Purpose

JAMENDO grants to the User a nonexclusive license to use the Work for a musical illustration purpose of the Audiovisual Project mentioned in the Particular Terms and Conditions.

This license is granted only for the Work and the Audiovisual Project the characteristics of which are mentioned in the Particular Terms and Conditions.

### 3. User account

Before approving the present, the User shall have first created a professional User account.

To access to this account, strictly Personal item and identification will be provided to the User.

From this account, the User shall be provided with a selection of Works from the Web Site in consideration with the Category and Themes the User will have selected.

The User will be entitled to represent the Works pursuant to the present Contract and specially the paragraph 5.

The User guarantees JAMENDO against any wrongful use of, and/or source of injury from, his items of identification, whether or not fraudulent, due to his own acts or omissions or to those of third parties.

JAMENDO disclaims all liability in the event of usurpation of elements of Members' identification and/or identity.

### 4. Fee

In consideration of this license, the User will pay JAMENDO a fee in the amount set pursuant to the Particular Terms and Conditions, on the basis of the characteristics and elements declared by the User. The User guarantees to JAMENDO the accuracy of these characteristics and elements declared when he registered.

In case of modification, the User shall inform JAMENDO without any delay by sending an email at the following address : [licensing@jamendo.com](mailto:licensing@jamendo.com) Consequently, JAMENDO may recalculate the aforesaid fee without any prior notification and may require the User for a complement of fee. In case of wrong declaration, JAMENDO reserves the right to require the payment of a complement of fee at any time. The amount of this fee is before taxes and any withholding tax. This fee shall be fully paid by the User when approving the contract. The User shall pay by credit card, into JAMENDO's Paypal account, or by wire transfer into JAMENDO's bank account, the references of which are mentioned in the Particular terms and Conditions.

### 5. Assignments of rights

**5.1** JAMENDO grants to the User a nonexclusive license to use the Work only for the duration and the Audiovisual Project defined in the Particular Terms and Conditions. This license comprises only the right to use the Work as a musical illustration of the Audiovisual Project only in the conditions described in the Particular Terms and Conditions.

Any separate use of the Work is expressly forbidden.

**5.2** All rights that are not assigned in the Contract remain entirely JAMENDO's property.

### 6. Duration

The present Contract is concluded only for the duration mentioned in the Particular Terms and Conditions.

However, the licensing of the rights takes effect only upon full payment of the fee specified in article 4 of this document.

If the contract is concluded for an unlimited time, it means that it could last a maximum 15 years after signing the contract. After this period, the contract will be renewed explicitly.

### 7. Intellectual Property

JAMENDO is the sole holder of the intellectual property rights of the JAMENDO logo, the JAMENDO trademark, and the domain name rooted in <http://jamendo.pro>.

The User guarantees JAMENDO any against any infringement of these intellectual property rights arising from the performance of this Contract.

### 8. Obligation of the User

The User guarantees that it will exert its best efforts to legibly mention the following references for each Work as reproduced in the Particular Terms and Conditions:

- Name of the Artist ;
- Title of the Work and name of the album from which it is extracted ;
- " powered by JAMENDO ".

### 9. Guarantees from JAMENDO

JAMENDO guarantees the User that it is fully empowered and that the license is granted pursuant the good standard of law.

### 10. Guarantees from the User

The User commits to inform JAMENDO of any act injurious to the integrity of the Work that is brought to its knowledge.

The User guarantees that it will exert its best efforts to ensure that the Work of the Catalogue are not used in such a way as to offend good morals or to violate the laws in effect.

The Music Work can not be used in a political, pornographic, obscene, defamatory or libelous context.

The User will not transfer the present Contract to a third party without the prior written approval of JAMENDO.

Unless stated in the Particular Terms and Conditions, the User guarantees that the Work should not be dissociate from the Audiovisual Project and shall not be separately exploited.

### 11. Termination

Should the User fail to meet any of its obligations hereunder, JAMENDO may, at its rights, terminate this agreement 8 (eight) days after a notice served on the failing party by registered letter with an acknowledgement of receipt has remained fruitless. The fee paid to JAMENDO will remain fully owed to JAMENDO and shall not be subject to any reimbursement. JAMENDO may, as needed, demand redress of the injury incurred.

### 12. Designation of domicile

The parties designate domicile at the address indicated at the head of the Particular Terms and Conditions.

### 13. Jurisdiction

The contract is governed by the laws of Luxembourg. Any dispute regarding its construction or execution shall be submitted to the competent courts of Luxembourg.

