

Muse Terms and Conditions of Use

Valid from May 22, 2018

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1 Introduction

Hello to our Terms of Use. It is important to know these, as they affect your ("you", "your", "customer", "customer") rights. Read these and our [Privacy policy](#), as well as the terms referred to, carefully.

We are pleased that you chose Muse ("Muse", "listenmuse", "we", "us", "our"). By registering for, or using, the Muse Services, websites and software applications (collectively, the "Muse Services", "Muse Services", "Services" or "Services") or if you access Content, which have been or will be provided by Muse as part of the Services (the "Content"), you acknowledge that you have read and agree to the Terms of Use and are required to comply with them.

Before using the Muse services, registering a personal user account must be initiated and the terms and conditions accepted without restriction.

Access to Muse's various available services is strictly linked to the unconditional acceptance of the conditions at the time of registration as well as their ongoing compliance by the individual customer.

The services may be used exclusively for personal and private use; consequently, any other use, especially in public areas and shops, is strictly prohibited.

2 Registration

2.1 Requirements for use

The use of Muse requires the registration of the customer. Registration is free. A claim to the Muse services or the admission to Muse exists in no way.

Eligible for participation are persons who are at least 18 years of age or at least 14 years old and who have the consent of the parents or other persons authorized to practice to these conditions and are fully capable of acting.

The data requested during registration must be complete and truthful. If these change after the registration, the user is obliged to correct the information in the user account immediately.

Muse reserves the right to request a copy of the customer's ID card for verification of the information or confirmation of age.

Muse reserves the right to delete User accounts of incomplete registrations or User accounts with untruthful information after a reasonable period of time.

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2.2 Registration process

Registering a user account for access to the Muses services can be done in several ways:

The customer can log in to Muse via his Facebook or Google account. For this the link "Login with Facebook" or "Login with Google" must be used. After entering the login information for the Facebook or Google account, the Muse services can be used with the user's Facebook or Google profile. The customer's Facebook or Google data is then used as the user's "profile data".

The customer can also register via email address. For this, the registration form must be completed completely and truthfully.

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2.3 User profile

After completing the registration process, the customer will be provided with a personal user profile. The customer has the option of editing or updating his personal user profile under "Account Settings".

For each Muse customer, the following user profile information is visible at all times and can not be disabled: Login Name, Gender.

The customer can under "Account Settings" largely determine for himself, which of his other personal contact information and other profile data (such as name, first name, language, profile picture, playlists) should be visible to other users. These settings can be changed at any time. The customer may also share music information that may also appear on the social network pages of his Facebook account.

The customer is solely responsible for keeping the password confidential and secure. Furthermore, the customer is obligated not to pass on the user account to third parties and to protect the password against access or use by unauthorized third parties. The customer acknowledges that the customer is responsible for any use of its own username and password, to the extent that this was caused by at least negligent acts or omissions.

3 Third party applications

Muse services are integrated in applications, websites and services of third parties and use third party services to provide you with content, products and/or services. Third party applications may be subjected to their own Terms of Use and Privacy Policy, in which your use of these application is ruled and is subjected to their Terms of Use and Privacy Policy. You acknowledge and agree that Muse assumes no responsibility or liability whatsoever for the conduct, functions, or content of any third-party application, or for any transaction you make with the provider of such third-party applications.

4 User generated content

4.1 Publishing content

Customers may post, upload, and / or contribute to the Services, including, images, text, messages, information, playlist compilations, and / or other content ("User Generated Content"). To avoid any doubt, it is noted that "user-generated content" includes all content posted within any Muse Services.

4.2 Rights of usage

In relation to any User Generated Content posted to Muse by Customer, the customer warrants that the customer will be entitled to post that content and that that content or Muse's intended use by the Agreement will not violate any agreement, applicable law or intellectual property rights (including copyright), publication rights, personal rights, or other rights of others, or implying any attribution or approval of your user-generated content by Muse or any artist, band, label, legal entity, or individual without the customer having any express written consent of that person or entity.

Muse may, but is not obligated, monitor, review or edit user-generated content. In some instances, Muse reserves the right, in consideration of your interests, to remove or disable access to any User Generated Content, if there are valid reasons to do so. Such grounds may be particularly relevant when it is necessary to protect the rights, property or safety of the Muse Services or their users or any other person if the User Generated Content violates the agreements or if they violate the rights of a third party. In this case, Muse will inform the customer. We do not guarantee to eliminate or disable access to any particular user-generated content.

The customer is solely responsible for all user-generated content posted by the customer. Muse is not responsible for User Generated Content or opinions expressed in such User Generated Content. YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY CLAIM AGAINST MUSE, WHICH RELATES TO THE CONTENT OF USER-GENERATED CONTENT YOU HAVE POSTED, YOU RELEASE AND INDEMNIFY MUSE FROM AND AGAINST ALL DAMAGES, LOSSES, AND COSTS (INCLUDING ANY APPROPRIATE COSTS OF LEGAL ADVICE) ARISING OUT OF SUCH A REQUIREMENT. This does not apply if you do not culpably commit the violation.

4.3 Violations and report

Muse respects the rights of intellectual property owners. If you believe that any content infringes your intellectual property rights, other rights, or the rights of others, read the [Copyright policy](#) of Muse. If Muse is informed by a copyright owner that a content violates a copyright, Muse will, at its sole discretion, take action without informing the user providing that content. If the providing user believes that the content does not infringe copyright, the providing user may submit a request to Muse requesting recovery of the removed content.

5 Restrictions and changes to the service

Muse will make reasonable efforts to keep the Services operational. However, there may occasionally be some technical difficulties that lead to a temporary interruption. Customer acknowledges, agrees, and accepts that Muse has no obligation to upgrade or update the Services, or to provide any or all Content through the services.

All features are optional and can be removed or replaced by Muse at any time.

6 Disclaimer

WE ARE AFFORDED TO PROVIDE THE CUSTOMER WITH THE BEST POSSIBILITY OF SERVICE, BUT THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MUSE SERVICES ARE OFFERED WITHOUT AN EXPRESS OR IMPLIED WARRANTY OR CONDITION. THE CUSTOMER USES THE MUSE SERVICES AT HIS OWN RISK. IN PARTICULAR, MUSE MAKES NO WARRANTY OF MUSE'S FITNESS FOR A PARTICULAR PURPOSE AND / OR FITNESS FOR ANY PARTICULAR PURPOSE WHICH MAY BE GENERALLY AND WELL EXPECTED FROM A SIMILAR SERVICE. MUSE DOES NOT GUARANTEE ANY WARRANTIES, EXCEPT AS EXPRESSLY AGREED IN ANY OTHER.

YOUR LEGAL RIGHTS AS A CONSUMER REMAIN THE SAME.

7 Limitation of liability

THE CUSTOMER AGREES TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT THE CUSTOMERS ONLY AND EXCLUSIVE REMEDY FOR PROBLEMS OR FOR DISSATISFACTION WITH THE MUSE SERVICES IS DE-INSTALLING ANY MUSE SOFTWARE AND TERMINATING THE USE OF MUSE SERVICES. AS MUSE IS NOT LIABLE FOR ANY THIRD-PARTY APPLICATIONS OR THE CONTENT

OF THESE APPLICATIONS AND THAT THE CUSTOMER'S RELATIONS WITH THIS THIRD-PARTY AGREEMENT WILL BE SUBJECT TO THIRD PARTIES, TO THE CUSTOMER'S EXTENT PERMITTED BY APPLICABLE LOCAL DISCLAIMER OR MERCHANTABILITY WITH THIRD-PARTY APPLICATIONS, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY OR THEIR CONTENT, THE DE-INSTALLATION AND / OR TERMINATION OF THE USE OF SUCH THIRD-PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL MUSE, ITS MANAGERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, PARTNERS, SUCCESSORS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, (2) ALL LOSS OF DATA, POSSIBILITIES OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES, BECAUSE OF THE USE OR NON-EXISTING POSSIBILITY OF USING MUSE SERVICES, THIRD-PARTY APPLICATIONS OR CONTENT OF THIRD PARTY APPLICATIONS, INDEPENDENT OF THE LEGAL BASIS AND REGARDLESS OF WHETHER MUSE HAS BEEN ATTRACTED AT THE POSSIBLE RISK OF SUCH DAMAGES, EVEN IF ANY REMEDY FAILS ITS INTENDED USE, OR (3) THE ENTIRE LIABILITY FOR ALL CLAIMS ARISING FROM THE MUSE SERVICES, THE THIRD-PARTY APPLICATIONS OR THE CONTENTS OF THIRD-PARTY APPLICATIONS IS HIGHER THAN THE AMOUNTS PAID BY YOU DURING THE TWELVE MONTHS PRIOR TO THE PREVIOUS TWO MONTHS, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Nothing in these agreements shall indemnify or limit Muse's liability for fraud, fraudulent misrepresentation, death or personal injury resulting from its negligence and, where required by law, gross negligence. Some paragraphs in this section do not apply in some jurisdictions, if they are prohibited by applicable law.

Furthermore, Muse is fully liable for damages resulting from damage resulting from injury to life, limb or health. In the event of a breach of material contractual obligations due to ordinary negligence, Muse will only be liable for any damage or expense that was typically foreseeable. Substantial contractual obligations are such obligations, (i) which constitute the actual execution of the contract in the first place, (ii) whose violation puts at risk the achievement of the contract and (iii) the execution of which you can legitimately trust. Beyond the aforementioned cases, the liability of Muse is excluded. In these cases, the Customer's sole and exclusive remedy to resolve any issues or dissatisfaction with the Muse Services is to uninstall any Muse software, and stop using the Muse Services. As Muse assumes no liability for any third party applications or the contents of such applications, and as the Customer's relationship with such third parties is subject to separate agreements with such third parties, the Customer's sole remedy under Muse's remedy for problems or dissatisfaction with the applications of third parties or their contents is the de-installation and / or termination of the use of such third-party applications.

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8 Rights of third party applications

The Customer acknowledges and agrees that content owners and certain distributors (such as app store providers) are the beneficiaries of the agreements and are entitled to enforce the agreements directly against the customer. Other than as described in this section, the agreements are not intended to confer any rights on anyone but the customer and Muse, and in no event will third party privileges arise from these arrangements. In addition, the rights to terminate, dissolve or agree to change, surrender or settle the agreements are not subject to the consent of any other person.

If you have downloaded the App from the Apple Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge that you have read and understood the following notice regarding Apple, and agree to it. This agreement is only between you and Muse and not Apple. Apple is not responsible for the services and content of the Services. Apple is under no obligation to provide any maintenance or support services in relation to the Services. In the event of noncompliance of services with an applicable warranty, Apple will notify you and Apple will refund the purchase price of the applicable app and Apple has no other warranty obligation with respect to the Services to the fullest extent permitted by law. Apple shall not be liable for the processing of your or the claims of any third party in relation to the Services or your property and / or use of the Services, including: (1) product liability claims, (2) any claims in respect of non-compliance with applicable services legal or regulatory requirements; and (3) claims arising under consumer protection legislation or similar laws. Apple is not responsible for investigating, defending, settling, or relieving a third party claim that the Services and / or your property and use of the App infringe the intellectual property rights of that third party. You agree to comply with applicable third-party regulations while using the Services. Apple and the Apple affiliates are parties to this Agreement and, with your agreement to this Agreement, Apple (and it is believed to be Apple's acceptance), is allowed to enforce this Agreement against you as the beneficiary of this Agreement. You hereby represent and warrant that (1) you are not resident in any country affected by a US Government embargo or any country classified by the US Government as a "country supporting terrorism" and (2) that you are not listed in a

9 Severability clause

Unless otherwise provided in the Agreement and any provision of this Agreement for any reason and extent is invalid or unenforceable, such ineffectiveness or unenforceability will not affect or render ineffective or unenforceable the remaining provisions of the Agreement and the application of this provision will be governed by law permissible frame.

A Failure to enforce the agreements by Muse or a third party beneficiary of these agreements shall not constitute a waiver by Muse or the third party beneficiary of its enforcement.

10 Transmission

Muse may transfer these agreements or parts of these agreements and Muse may delegate its obligations under these agreements. The customer can not transfer these agreements or parts of these agreements to a third party, nor sublicense the rights under these agreements.

11 Indemnification

The Customer agrees to indemnify and hold Muse harmless from all damages (including reasonable legal fees) if: (a) Customer violates this Agreement; (b) if they arise as a result of User Generated Content; (c) they arise as a result of activities undertaken by the Customer through the Muse Services; and (d) if Customer violates the laws and rights of third parties. The above indemnity clause does not apply if the customer did not culpably cause the specific breach.

12 Choice of law

Unless required by the legislation of any member state of the European Union or any other jurisdiction, the agreements (and all

non-contractual disputes / claims arising out of or in connection with them) are governed by the laws of the Federal Republic of Germany, regardless of the rules governing choice of law and conflict of law rules.

Muse does not recognize codes of conduct in connection with the services provided under the agreements as binding.

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13 Change of Terms of Use

Muse reserves the right to change these terms and conditions at any time without stating any reasons. Muse will send the amended terms to each customer by e-mail to the e-mail address provided by the customer at the time of registration or later on the occasion of a change of user account at least 15 (fifteen) days before the amended terms come into force. If the customer does not object to the validity of the new terms and conditions within two weeks after receipt of the email, the changed terms and conditions shall be deemed accepted. Muse will inform the customer by notifying the change of the Terms and Conditions that the new version is considered approved if the opposition is not delivered on time.

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