

# **DJ.Studio Terms & Conditions**

Version 1.2 – last revisited: 01 Sep, 2025

These Terms & Conditions (as defined below) will apply to any access to the Service (as defined below) and/or use of the Application (as defined below). If you click the button “Finish” upon your subscription to the Service and/or if you make any use of the Application, you agree to be bound by these Terms & Conditions and to qualify as a “User” (as defined below). By accepting these Terms & Conditions, you agree upon a valid and binding agreement with DJ.Studio B.V., including its applicable law agreement. Please read these Terms & Conditions carefully before accessing the Service and/or using the Application. These Terms & Conditions are available for download and print at <https://dj.studio/eula.pdf>.

## **Article 1 Definitions**

1.1. In these Terms & Conditions the following terms, when capitalized, and whether used in the single or the plural, will have the following meaning:

**Account:** the account, being an online section within the Service, Website and Application made available to the User by DJ.Studio upon subscription to the Service. The Account is necessary to have access to the Service and/or to make use of the Application and can be used by the User to manage and configure:

- (i) its settings for (access to) the Service and for use of the Application,
- (ii) its Personal Data;

**Agreement:** the (subscription) agreement between DJ.Studio and the User for access to the Service, to which these Terms & Conditions are applicable and form an integral part ;

**Application:** all or a part of the software from DJ.Studio, which is designed for, inter alia, mixing music and related activities and functionalities, that the User gets access to for use via the Service, as further described on the Website and/or in the Agreement;

**App:** the downloaded application;

**DJ.Studio:** the private company with limited liability in accordance with the laws of the Netherlands, DJ.Studio B.V., having its registered office in (8911AE) Leeuwarden at the Sophialaan 32, registered at the Dutch Chamber of Commerce with no. 87694468, VAT no. NL864372450B01;

**Content:** the music files, sound files or other content derived from third parties uploaded by the User to the Application, which could be used for mixing or other available use-possibilities in the Application by the User;

**Credentials:** the User’s username and password that are required to register for an Account and to have access to the Service and make use of the Application;

**Extensions:** additional software components, plugins, or modules that enhance or extend the functionality of the Service or Software. Extensions may be provided by DJ.Studio or third parties and can be either permanent or temporary. Use of Extensions may be subject to additional terms, licensing conditions, or fees.

**Free Trial:** the free part of the Service, for which Parties concluded an (subscription) agreement for the provision thereof;

**GDPR:** the European Directive 95/46/EC (the General Data Protection Regulation 2016/679);

**Intellectual Property Rights:** any intellectual property rights and associated rights, including but not limited to copyrights, database rights, rights to domain names, design rights, neighbouring rights, inventions (patentable or un-patentable), patents, trademark rights, trade name rights, as well as rights to know-how;

**License:** the limited, non-exclusive, non-transferable, and revocable right granted to the User by DJ.Studio to access and use the Service or Software, whether free or paid, in accordance with these Terms & Conditions. The License does not grant ownership rights and may be subject to restrictions, such as usage limitations, duration, or geographical scope, as specified in these Terms.

**Paid Service:** the paid parts of the Service for which Parties concluded an (subscription) agreement for the provision thereof;

**Parties:** the User and DJ.Studio collectively;

**Personal Data:** any data that directly or indirectly relates to an identified or identifiable natural person;

**Privacy Notice:** DJ.Studio's privacy notice, available at <https://dj.studio/privacy-notice.pdf>

**Service:** the Paid Service and/or Free Service, as agreed upon per the Agreement, provided by DJ.Studio to the User, including but not limited to a non-exclusive, non-transferable, limited license for the access to and the use of the Application (without the right to sublicense) under the provisions of these Terms & Conditions (as part of the Agreement);

**Terms & Conditions:** these terms & conditions, available for download and print at <https://dj.studio/eula.pdf>, which form an integral part of the Agreement;

**Update:** any modification, enhancement, patch, bug fix, or other improvement to the Service or Software that extends or improves its functionality, security, or performance. Updates are available to Users either in the free trial period or with an eligible update License. Once the update eligibility period expires, the User can purchase a renewal to regain access to future Updates. Updates do not include new features or versions that DJ.Studio classifies as separate products or upgrades.

**User:** you, as (a) a consumer or (b) a professional party being (i) a natural person or (ii) a legal entity, through its authorized representative – that concluded the Agreement with DJ.Studio;

**User-generated content:** the result(s) of the mixing or other available use-possibilities under the Application of music files, sound files or other related (uploaded) content or Content, by the User, e.g. own created (DJ) mixes;

**Website:** the DJ.Studio websites, available at <https://www.dj.studio>, underlying (sub-)domains and any underlying pages, owned by DJ.Studio.

## **Article 2 Scope**

- 2.1. The Terms & Conditions apply to the Agreement, the access to the Service and use of the Application and the Website by the User, and any (other) (legal) acts between Parties.
- 2.2. DJ.Studio may amend these Terms & Conditions at any time. The User will be individually notified of any amendments upon logging in to the Application. The new version of the Terms & Conditions will be available for viewing and downloading at the Website and/or through the Service. If the User continues to use the Application after the Terms & Conditions have been amended or supplemented, the User thereby irrevocably accepts the amended or supplemented Terms & Conditions. If the User does not agree with the amended or supplemented Terms & Conditions, the User's exclusive remedy is to no longer access the Service and/or use the Application, and to terminate its Account.
- 2.3. If any provision in these Terms & Conditions shall be held to be (partly) void or unenforceable, the other provisions of these Terms & Conditions will remain in full force and effect. In such a case, DJ.Studio will replace the void or unenforceable provisions with new ones. In doing so, the purpose and meaning of the void or unenforceable provisions will be taken into account as far as possible.
- 2.4. DJ.Studio explicitly rejects the applicability of any general (purchase) conditions used by the User.
- 2.5. Any variation to the Agreement or Terms & Conditions will be valid only if and to the extent that it has been expressly confirmed by DJ.Studio in writing.
- 2.6. If any provision of the Terms & Conditions contradicts one or more provisions of the Agreement, the provisions of these Terms & Conditions will prevail, unless explicitly agreed upon otherwise.
- 2.7. The Agreement will be concluded at the moment the User creates an Account at DJ.Studio.

## **Article 3 Account**

- 3.1. In order to be able to have access to the Service and make use of the Application, the User has to create an Account in the way as described on the Website. Upon creating its Account, the User will be obliged to provide its own Credentials in the way described on the Website. The User is responsible for keeping its Credentials confidential. The User is responsible and liable for all access to the Service and use of the Application by means of its Account. As soon as the User knows or has reason to assume that its Account and/or Credentials has/have come into the hands of unauthorized third party/parties, the User must inform DJ.Studio of this immediately, notwithstanding its own obligations to take immediate effective measures by the User itself, such as changing the password to its Account.
- 3.2. In the event that the User qualifies as a natural person, the User must be at least 16 (sixteen) years old in order to access the Service and/or make use of the Application. If the User is not 16 (sixteen) years old yet, the User requires its parent's or guardian's permission to create an Account and to get access to the Service and/or make use of the Application. By accepting these Terms & Conditions, the User warrants that it is at least 16 (sixteen) years old or has the permission from its parent(s) or guardian(s) to create an Account and to get access to the Service and/or make use of the Application.
- 3.3. In the event the User qualifies as a legal entity through its authorized representative, the User warrants that it is legally authorized to represent that legal entity.
- 3.4. DJ.Studio may use (meta) data generated by the User's use of the Application for the limited purpose of operating and improving the Application, which means allowing the Application to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyse the meta data generated by the system when processing User- data. The analysis occurs as the data is sent, received, and when it is stored.

- 3.5. DJ.Studio accepts no liability for any damages resulting from unauthorized access to the Service and/or use of the Application by the User or third parties, notwithstanding article 12.

#### **Article 4 Service**

- 4.1. DJ.Studio hereby grants the User a non-exclusive, non-transferable, limited license (without the right to sublicense) to access the Service and use the Application, under the conditions of these Terms & Conditions and for the duration of the Agreement:
- (a) To install the Application on your computer and/or other device, to use the Application solely by the User, in compliance with the Agreement.
  - (b) To make one copy of the Application solely for backup purposes, provided that all Intellectual Property Rights notices on the copy are reproduced.
- 4.2. The service may be limited during the free trial and may exclude certain features available only in the paid service.
- 4.3. The use of the Application is at the User's own expense and risk. The User is responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to access and use the Application. The risk of loss, theft or damage to any of its Personal Data, Content and/or User-generated content will at all times be borne by the User.
- 4.4. Any use of the Application, including the transmission, distribution and making available of the music to others thereof, and any other (legal) act relating to the Service, by or on behalf of the User and/or by other end-users via the Account of the User, is for the User's own risk and responsibility. DJ.Studio is not liable and/or responsible for the User-generated content, and/or any use made of the Application by the User, notwithstanding article 12.
- 4.5. The Service, Website and/or Application are subject to export control and economic sanctions laws and regulations administered or enforced by the United States, the European Union and any other applicable jurisdictions. Under these laws, the Service, Website and/or Application may not be used to sell, lease, export, import, reexport or transfer, or permit such actions, the software or technical data, except in accordance with such laws, including, but not limited to, export licensing requirements, end-users, restrictions on end use and final destination. In addition, by using the Service, Website and/or Application, you represent and warrant that you are not (a) an individual, organization or entity organized or located in a country or territory that is the target of the economic sanctions by the United States, the European Union or any other applicable jurisdiction (including, but not limited to, Cuba, Iran, Syria, North Korea, or the Crimea region of Ukraine); (b) designated as a Specially Designated National or Blocked Person by the American Office of foreign Assets Control's (OFAC) or otherwise owned, controlled, or acting on behalf of such a person; or (c) otherwise a prohibited party under laws of the United States, the European Union or any other applicable jurisdiction; Unless otherwise provided with explicit written permission, DJ.Studio also does not register, and prohibits the use of any of its Service, Website and/or Application in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any country or territory that is the target of OFAC sanctions.
- 4.6. Notwithstanding any other provisions of these Terms & Conditions, and any of the User's legal obligations, the use of the Application and the User-generated content may not, at DJ.Studio's sole discretion:
- (a) include software such as viruses or Trojans that can damage or erase, make unavailable or make inaccessible any computers or data of DJ.Studio, (other) Users or third parties;
  - (b) bypass technical security measures of the computer systems of DJ.Studio, (other) Users or third parties;

- (c) involve unreasonable or disproportionate use of the infrastructure of DJ.Studio's or third parties' computer systems;
  - (d) impede the functionality or functionalities of the Application and/or Website;
  - (e) involve manual or automated software, devices, or other processes to "crawl", "spider" or scrape any content of the Application and/or Website;
  - (f) infringe any of DJ.Studio's or third party's Intellectual Property Rights, privacy rights or any other rights;
  - (g) involve any illegal activities or activities that are contrary to morality or public order;
  - (h) involve otherwise inappropriate use;
  - (i) breach these Terms & Conditions or the Agreement; and/or be unlawful in any way whatsoever.
- 4.7. The User warrants to refrain from such acts.
- 4.8. The Service, Application and/or Website may contain information that is derived from and/or may refer to third parties' websites, products or services (for instance through hyperlinks, banners or buttons). DJ.Studio is not responsible, nor liable for the content of such information.
- 4.9. The User acknowledges and agrees that DJ.Studio does not pre-screen the Content, User-generated content and use of the Application by the User, and that DJ.Studio has no influence over the Content, User-generated content or use made of the Application by the User.
- 4.10 DJ.Studio will have the right (but not the obligation), at its sole discretion, to limit and/or refuse a User access to the Service and/or use of the Application, more specifically in the event the Content, User-generated content, and/or use of the Application, according to DJ.Studio, violates these Terms & Conditions,
- 4.11 DJ.Studio may disclose the User's Personal Data, Content and/or User-generated content, or other data relating to the access to the Service and/or the use of the Application, to third parties where it believes, in good faith, that it is necessary to comply with a court order, ongoing judicial proceeding, criminal or civil subpoena, or other legal process or request by law enforcement authorities in the Netherlands, or to exercise its legal rights of defense against legal claims.

## **Article 5 Prices and payment**

- 5.1. The User may use the Free Service at no cost for a limited time during the free trial upon activating the License of which these Terms & Conditions will form an integral part.
- 5.2. After the free trial, the User is required to pay for the Paid Service upon activating the License, to which these Terms & Conditions form an integral part. The Paid Service does not include a free trial period.
- 5.3. Prices and payment details (including subscription terms and payment terms) are specified on the Website and/or in the Service. Prices are displayed in the currency mentioned on the Website and/or in the Service and are shown exclusive of VAT, import duties, and other government-imposed taxes, duties, and levies. One exception: For people living within the European Union prices are shown inclusive of VAT.
- 5.4. Payment can be done by the way described on the Website, in the Agreement and/or in the Service.
- 5.5. Payment can be made in currencies as displayed on the website.
- 5.6. The User guarantees that the information submitted when accessing the Service and using

the Application, including without limitation, its payment details, shall be complete, correct, truthful and up to date.

- 5.7. The User has the obligation to inform DJ.Studio immediately about any inaccuracies in the offer provided or the payment details described, including the price. The User cannot hold DJ.Studio to any offer for the Service if the User should have known that this offer and/or the price are/is an obvious mistake or an obvious error in writing.
- 5.8. During the period of validity of the subscription indicated in the offer for the Service, the prices of the Free Service and Paid Service will not be increased, except for price changes in VAT-tariffs. After such period, DJ.Studio is entitled to adjust its price for the Service, including but not limited to monthly subscription fees to (parts of) the Service, at all times. DJ.Studio shall notice the User 14 (fourteen) days in advance. Such notice may be provided at any time by posting the changes to the Website or via the Service itself.
- 5.9. The User will pay the amounts in accordance with the payment conditions stated by DJ.Studio.
- 5.10. If the User, as a professional party, fails to meet its payment obligations, the User shall owe legal interest as meant in Article 6:119a of the Dutch Civil Code on the outstanding amount, without any written demand or notice of default being necessary.
- 5.11. If the User fails to meet its payment obligations, after a written demand or notice of default, DJ.Studio can pass on the claim for collection, in which case the User will be charged with the associated costs, which will be calculated as follows:

15% on the first EUR 2,500 of the claim, with a minimum of EUR 40;  
10% on the next EUR 2,500 of the claim;  
5% on the next EUR 5,000 of the claim;  
1% over the next EUR 190,000 of the claim;  
0.5% on the balance, with a maximum of EUR 6,775.

In the event the User is representing a professional party, this does not affect DJ.Studio's right to claim any costs and (additional) damages actually incurred.

- 5.12 For one-time licenses, DJ.Studio offers a 14-day money-back guarantee. The money-back guarantee doesn't apply to a monthly license.
- 5.13 Licenses purchased on a subscription basis are automatically renewed at the end of each period.

## **Article 6 Publishing**

- 6.1. The User shall be solely responsible for securing and paying for all digital music licenses, any public performance licenses, synchronization licenses and for any other licenses from musical composition or other related copyright owners (or their agents) required in connection to all Content selected by the User for use in connection with the User-generated content.

## **Article 7 Copyright Infringement**

- 7.1. Unauthorized copying, distribution, modification, public display, or public performance of Copyrighted works is an infringement of the copyright holders' rights. As a condition to your agreement with DJ.Studio, you agree that you will not use the Application to infringe the Intellectual Property Rights of third parties in any way. In the event of any infringement on the copyright or any other Intellectual Property Rights of a third party by the User, DJ.Studio will explicitly not be held responsible for this infringement. It is the sole responsibility of the User to obtain the necessary third party right(s) to prevent any third-party infringement.

## **Article 8 Intellectual Property Rights**

- 8.1. DJ.Studio reserves all rights not expressly granted to the User in these Terms & Conditions. The User acknowledges and agrees that – except as specifically set forth in these Terms & Conditions – DJ.Studio retains all rights, title and interest, including the Intellectual Property Rights, in and to the Service, Application and the Website as well as to any modifications, adaptations or translations thereof. The User acknowledges and agrees that it does not acquire any rights therein, expressed or implied, except for the rights expressly granted under these Terms & Conditions. The User is given access to the Application for use via a limited license (Article 4.1.). The Application is not sold to the User.
- 8.2. The use of the Application, the User-generated content and the Content may not infringe any of DJ.Studio's or third party's Intellectual Property Rights.
- 8.3. The User is not permitted to sell, rent out, transfer or grant restrictive rights to the Service, Application, Website and/or other materials made available to the User by means of the Service, or make it available to third parties in any way or for any purpose not explicitly mentioned in these Terms & Conditions. The User will also refrain from granting third parties access – remotely or otherwise – to the Service and/or Application or to provide the Application to a third party, not explicitly provided for in these Terms & Conditions.
- 8.4. The User is explicitly not allowed to download, copy, amend, make available, or provide otherwise (parts of) the Service, Application, Website and/or other materials made available to the User by means of the Service, for direct or indirect commercial purposes or for any other purposes than the purposes mentioned in these Terms & Conditions, unless DJ.Studio has provided its prior written consent thereto, or if a mandatory or peremptory rule of law states otherwise.
- 8.5. The User is prohibited to reverse engineer, prepare derivative works of, decompile, disassemble, or otherwise attempt to create source code from (parts of) the Service, Application, Website or other materials made available to the User by means of the Service, to the extent legally permissible. For obtaining compatibility with self-written software, the User must contact DJ.Studio.
- 8.6. DJ.Studio will be permitted to install technical provisions for the purpose of protecting the Service, Application and Website in relation to an agreed restriction on the content or the term of the right to use thereof. The User is not allowed to remove or circumvent such technical provisions.
- 8.7. DJ.Studio's obligation to provide the Service, if any, and the User's right of use thereof will only extend to the object code of the Application and/or Website. Under no circumstance will User obtain any right, and under no circumstance will DJ.Studio be obliged to provide (a data carrier with) the source code or any preliminary materials of the provided Service.
- 8.8. In the event DJ.Studio provides third party software or services, the (license) terms and conditions of that third party may be applicable to any use of such software or services.
- 8.9. The User will retain all the rights, title and interest, if any, including the Intellectual Property Rights to the User-generated content. However, all the Intellectual Property Rights to the programming code, content management system Service, Application and Website will remain to DJ.Studio.
- 8.10. The User is not allowed to remove, make illegible, hide or change notifications with regard to Intellectual Property Rights.

## **Article 9 User-generated content and Content**

- 9.1. DJ.Studio is not able to determine the actual owner of the User-generated content created and/or any Content uploaded to the Service, Application and/or Website. For any and all User-generated content created and/or Content uploaded to the Service, Application and/or Website, the User shall be deemed to be the owner of such User-generated content and/or have in its possession a license and/or permission to use the Content. The User is explicitly not allowed to create User-generated content and/or upload Content and/or other content of third parties of which the User is not the owner, and/or has no license and/or permission to use the User-generated content and/or Content.

## **Article 10 Privacy**

- 10.1. During the use of the Service, the User provides Personal Data to DJ.Studio. These Personal Data will be saved and processed in accordance with the Privacy Notice, and the GDPR.
- 10.2. In the event that DJ.Studio deems this of importance for the execution of the Agreement, the User will inform DJ.Studio, on its first request and in writing, of the manner in which the User fulfills its obligations under the GDPR, and/or other applicable legislation on the protection of personal data.
- 10.3. DJ.Studio will not process Personal Data, other than for the provision of the Service, including the use of permissions.
- 10.4. DJ.Studio will not share personal information from the User with third parties unless DJ.Studio has obtained permission thereto or is required to do so by law. For a list of third party sub processors please refer to <https://dj.studio/privacy-notice.pdf>.
- 10.5. The responsibility for processing Personal Data by accessing the Service and/or using the Application lies solely with the User. The User warrants that the content, use and/or processing of the Personal Data is not unlawful and that it does not infringe any rights of third parties.
- 10.6. As far as DJ.Studio would be obliged to provide a form of security, this protection will meet the written specifications expressly agreed between the Parties. DJ.Studio does not guarantee that the security is effective under all circumstances. If the Agreement contains no specifications regarding the security, or if the contract contains no explicit definition of security, it will meet a level that is not unreasonable, given the state of the art, the sensitivity of the data, and to security related costs. The responsibility for maintaining safeguards such as firewalls, antivirus and backup lies with the User.
- 10.7. The User agrees to comply with all applicable laws, rules, and regulations, including without limitation all local rules where the User resides, or the User's organization is located regarding User-generated content, the User's websites, online activities, email and/or the User's access to the Service and use of the Application. More specifically, but without limitation, the User agrees to comply with all applicable laws regarding the transmission of technical data exported to or from any country in which the User resides.
- 10.8. The Service, Application and Website are controlled and operated by DJ.Studio from its offices within the Netherlands (although it may share data with third parties around the world to assist DJ.Studio in providing the Service as further described in DJ.Studio's Privacy Policy) and DJ.Studio makes no representation that the Service, Application and Website are appropriate or available for use in other locations. Those who access the Services from other locations do so at their own initiative and risk and are fully responsible for compliance with all applicable laws in those locations. DJ.Studio does not offer the Service where prohibited by law.
- 10.9. For the purposes of the GDPR and any applicable national implementing laws in the User's jurisdiction, and with respect to the User's possible subscribers' or customers' Personal Data, the User acknowledges and agrees that the User is the controller (as that term is defined in the GDPR), and DJ.Studio is a processor (as that term is defined in the GDPR) insofar as the

User may store Personal Data through the User's access to the Service and /or use of the Application and Website only as permitted and subject to the terms of these Terms & Conditions. The User also acknowledges and agrees that the User is responsible for complying with all obligations of a data controller under applicable law (including the GDPR). To the extent the GDPR applies to the User, the User represents and warrants that in accessing the Service and using the Application and/or Website, the User will clearly describe in writing how the User plans to use any personal data collected and the User will ensure that the User has a legitimate legal basis to transfer such personal data to DJ.Studio and that the User has the necessary permission to allow DJ.Studio to receive and process (e.g., store) such personal data on the User's behalf. The additional data processing terms set forth here shall apply where the User is a controller subject to the GDPR.

## **Article 11 Warranties**

- 11.1. DJ.Studio warrants that the Service fulfils the Agreement and that as far as it is aware does not infringe the Intellectual Property Rights of third parties on the date that the Agreement was concluded. However, DJ.Studio does not warrant that the Service, Application and Website are suited for other than normal designation, as described in these Terms & Conditions. Moreover, DJ.Studio does not warrant that the Service, Application and Website will be error free, complete or up-to-date at all times.
- 11.2. The User agrees that the Service fulfils the Agreement, when it provides the functionality and other features as found in the Service at the time of use ("as is"). DJ.Studio does not guarantee that the Service, Application, Website or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the Service, Application and Website can occur as a result of failures of the internet or phone connection or as a result of viruses and/or faults/defects. DJ.Studio is not liable towards the User for any damage, loss or costs resulting or arising from the Service, Application and/or Website being (temporarily) unavailable, including but not limited to the loss of data or inability to access or use the Application, notwithstanding article 12.
- 11.3. DJ.Studio is entitled to change and/or update the Service, Application and Website, and replace the design and layout of any of the functionalities thereof without any prior notification and without being obliged to pay any compensation whatsoever to the User.
- 11.4. DJ.Studio is entitled to put the Service, Application and/or Website (temporarily) out of service and/or to reduce the use of it without any prior notification and without being obliged to pay any compensation whatsoever to the User, if in the opinion of DJ.Studio this is necessary, for instance in connection with the reasonably required maintenance of the Service or due to force majeure.
- 11.5. Force majeure includes – but is not limited to – site or building blockades, strikes, riots, civil disruption, war, terrorist acts, inclement weather, epidemic, specific work interruptions, delay in transportation, earthquake, fire, storm, flood, or water damage, delay in or cancellation of the delivery to DJ.Studio of parts, goods or services ordered from third parties, or governmental, legal or regulatory restrictions.
- 11.6. DJ.Studio does not warrant in any way whatsoever that any terms and conditions applicable to third party software or services – including but not limited to the terms and conditions of platforms providing Content or payment providers – allow the use of and/or interaction with the Application.

## **Article 12 Limitation of liability**

- 12.1. DJ.Studio's liability for damages resulting from or relating to attributable failing ("toerekenbare tekortkoming") to perform the Agreement, including these Terms & Conditions, for unlawful act ("onrechtmatige daad") or otherwise will be excluded in the event the User qualifies as a professional party and to the extent allowed by a mandatory or peremptory rule of law.
- 12.2. The User's only remedy in the event of an attributable failure, unlawful acts of DJ.Studio, or other cause of damages, is to discontinue the access to the Service, use of the Application and/or to delete its Account.
- 12.3. In the event that DJ.Studio is liable for damages under a mandatory or peremptory rule of law, the damage will be limited to compensating for direct damages for a maximum amount per event, not exceeding the amounts paid by the User during the month prior to the event causing the damages per event (a series of connected events being considered as one event). In no event will DJ.Studio's total, aggregate liability, exceed EUR 1,000.- (one thousand euros).
- 12.4. DJ.Studio's liability for consequential damages arising out of, or in connection with, the Agreement or these Terms & Conditions, is excluded.
- 12.5. In any event, the User's right to claim under the Agreement, these Terms & Conditions, unlawful act or otherwise shall lapse 1 (one) year after the occurrence giving rise to the claim or action.
- 12.6. The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by DJ.Studio or its managers.

## **Article 13 Termination**

- 13.1. The User is entitled to terminate the Agreement for the Free Service at any time by discontinuing the use of the Free Service and/or by terminating the Account. The Agreement for the Paid Service can be terminated by the User at any time before the License is renewed.
- 13.2. In addition to the other remedies available to DJ.Studio, DJ.Studio is at all times, at its sole discretion, without prior written notice or explanation and without becoming liable to the User, entitled to:
  - (a) temporarily or permanently terminate the User's Account, its access to the Service and its use of the Application;
  - (b) temporarily restrict or suspend the User's activities in connection with the Service or to temporarily ban the User from the Service;
  - (c) ban a User from the Service and prevent banned Users from using the Application, creating a new Account and/or delete Accounts created by banned Users; and/or,
  - (d) partly edit, delete or refuse any content or services within the Service, Application or Website.
- 13.3. All provisions which are meant to survive the termination of the Agreement shall survive the termination of the Agreement. The stipulations of these Terms & Conditions remain in force.
- 13.4. After termination, the User's right to access the Service and use the Application shall cease to exist immediately, without any right to compensation whatsoever. DJ.Studio does not keep a back-up of the Account.
- 13.5. For one-time licenses, the User has the right to withdraw from the Agreement within fourteen (14) calendar days of its conclusion, without providing any reason. This guarantee does not apply to monthly licenses.

## **Article 14 Indemnification**

14.1. The User is responsible and liable for all use it makes of the Service, including but not limited to its use of its Account and the results of the Service, such as the User generated content (e.g. mixed music) notwithstanding article 12. The User indemnifies and holds DJ.Studio and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses by third parties in connection with or resulting from the use that the User makes of the Service, a violation by the User of these Terms & Conditions, and/or any unlawful activities. This includes, without limitation, any activities that constitute an infringement of Intellectual Property Rights and/or any other rights of third parties.

## **Article 15 No Waiver**

15.1. DJ.Studio's failure to assert any right or provision under these Terms & Conditions shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

## **Article 16 Contact**

16.1. DJ.Studio can be contacted at support@dj.studio or +31 (0)58 700 9722 or its other contact details as mentioned in article 1.1 and/or the Website.

16.2. In the event that the User has a complaint with regard to the Service and/or the Application, the User can complain through the contact details mentioned in art. 16.1. Complaints about execution of the Agreement must be submitted to DJ.Studio without delay after the User has discovered any defects, which in the complaint should be complete and clearly defined. DJ.Studio will reply to such a complaint within 14 (fourteen) calendar days calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, DJ.Studio will reply within 14 (fourteen) calendar days, confirming the receipt and indicating when the User can expect a more elaborate reply.

## **Article 17 Applicable law**

- 17.1. These Terms & Conditions, the Agreement, the access to the Service and use of the Application are governed by the laws of the Netherlands, excluding any conflict of laws rules, to the extent applicable. The applicability of the Vienna Convention on the Sale of Goods is expressly excluded.
- 17.2. All controversies, disputes or claims arising out of or relating to these Terms & Conditions, the Agreement, the access to the Service and/or the use of the Application will be exclusively and finally settled by the competent court in the district of Amsterdam.