

## **Additional Terms and Conditions for YouSee Music**

June 2019

(This is a translation from Danish. In the event of a conflict between the Danish version and the English version, the Danish version prevails).

## 1. Supplementary Agreement

The following terms and conditions apply to agreements on YouSee Music in addition to the General Terms and Conditions for Delivery and Operation of YouSee's services ('YouSee's General Terms and Conditions') or the General Terms and Conditions for Delivery and Operation of TDC's Services ('TDC's General Terms and Conditions'), depending on the service to which the customer subscribes. YouSee and TDC will subsequently be referred to collectively as 'YouSee'. In the event of a conflict between the terms and conditions, these separate terms and conditions for YouSee Music will prevail.

Customers who subscribe to certain access subscriptions automatically have access to YouSee Music without additional payment. The customer can contact YouSee for information about which subscription types provide access to YouSee Music. If the customer subscribes to an access subscription, the subscription terms or the additional terms and conditions for the access subscription will state that the customer has access to YouSee Music. If the customer has access to YouSee Music, the customer may in some cases opt out of YouSee Music and thereby obtain a reduction in the subscription charge. Information about the possibility of opting out of YouSee Music can be obtained by contacting YouSee.

YouSee Music gives the customer access to streaming music to be played on the customer's computer, smartphone or tablet, see Clause 2. The current music selection in YouSee Music can be found at yousee.dk, and YouSee may, at any time and without notice, change the music selection.

The customer has the right to use the streamed music as long as the customer subscribes to the access subscription. If the agreement on the access subscription expires, the customer's access to YouSee Music will be terminated at the same time, and the right to use the streamed music will lapse.

#### 2. Use of YouSee Music

Use of YouSee Music requires that the customer has the necessary equipment (hardware and software). It is furthermore a condition for the use of YouSee Music that the customer's terminal equipment is designed for such use. The content of and procedure for using YouSee Music are described in further detail in YouSee's product information.

Access is provided to YouSee Music from the customer's computer via yousee.dk or from the customer's smartphone or tablet via YouSee applications (apps). Access is not provided to YouSee Music via yousee.dk from

smartphones and tablets. At yousee.dk, the customer can find information about the operating systems with which YouSee applications are compatible.

YouSee Music may only be used for the customer's private use, including the customer's household, or the registered user's private use. The customer's use of YouSee Music requires that the customer identifies himself using a YouSee login, see Clause 9 of YouSee's General Terms and Conditions.

YouSee Music may be used from any Internet connection (at home and elsewhere), but only by a maximum of one user at a time.

When using YouSee Music via mobile data services and when using YouSee Music abroad, the customer must be aware that the mobile data service provider may demand payment for use of the data volume measured in megabytes (MB) which YouSee Music uses. When music is streamed, YouSee Music uses up to 8 MB per piece of music of 4 minutes. For agreements on subscription to YouSee's mobile services concluded before 27 June 2016, however, no usage charge is levied for data traffic in connection with streaming of music in Denmark when using YouSee Music under the customer's subscription to YouSee's mobile services.

YouSee accepts no liability for the quality of YouSee Music, which may vary depending on the customer's other use of the Internet connection, and depending on variations in the communication speed of the Internet connection.

# 3. Personal data

YouSee's processing of personal data is subject to separate privacy policies, available at yousee.dk/privatlivspolitik.

# 4. Copyright and breach by the customer

The streamed music is protected by copyright. If the customer infringes any third-party rights by distributing music or playing music in public, or if YouSee Music is subject to unauthorised use by parties other than the customer's household or the registered user, YouSee is entitled to terminate the customer's access to the service, see Clause 5, and the customer may also incur a penalty and liability in damages.

Clause 14 of YouSee's General Terms and Conditions also applies.

## 5. Operational disruptions

In special cases, including for operational, copyright or security reasons, YouSee reserves the right to temporarily terminate the customer's access to YouSee Music. No reduction in the subscription charge is granted in such cases.

Clauses 15.B and 18 of YouSee's General Terms and Conditions also apply.

**6. Special information on business customers' use of YouSee Music** Business customers must be aware that special VAT and tax rules may apply to employees' private use of YouSee Music.