

TERMS OF USE

RADIOOOOO

These Terms of Use will apply from January 1st 2020.

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PREAMBLE

These Terms of Use govern the relationship between RADIOOOOO and its Users (the “Parties”).

They are binding to the Parties.

The Users acknowledge and expressly accept without any restriction that, at all time, the only lawful version of these Terms of Use is the one found online.

Also, the Use of the Website may be submitted to specific conditions.

The Users will be informed accordingly while using the Site.

1. INTRODUCTION

RADIOOOOO is an interactive web radio produced by RADIOOOOO SAS.

The access to the Website can be made through the url www.radiooooo.com.

RADIOOOOO is an incorporated Société par Actions Simplifiée under French laws, registered under the number 790 366 769 at Paris’ Registre du Commerce et des Sociétés, with its registered office located 26, rue Richer, 75009 Paris, France.

RADIOOOOO can also be referred to as the Service, the Website, the Web radio or the Application.

For the purpose of these Terms of Use, the terms “using”, “navigating” and “surfing” are deemed to have the same meaning.

By using the Website RADIOOOOO or its by-products, the User concludes a contract with the company RADIOOOOO.

The use of RADIOOOOO is non mandatory.

However, by using the Service, the Users are deemed to have accepted and agreed to the present Terms of Use (ToU).

2. DESCRIPTION OF WEBSITE SERVICES

The Service provides its Users with access to digital music programs organized by country and decade.

When accessing the Website, users hear a playlist resulting from the random selection of a country and a decade.

The Users can then select on his own a country and a decade from 1900 to nowadays (a “canal”).

Each canal broadcasts a playlist.

There is no possibility to go back or skip forward on the playlist.

A NOW button provides the Users with playlists composed of soundtracks from nowadays all over the world.

Once logged in, a TAXI mode enables the Users to select several countries and decades. An algorithm then establishes a playlist on which Users cannot interfere.

Once logged in, the Users can upload soundtracks on the website. The decision to display the soundtrack on the Service will however remain at the discretion of RADIOOOOO's selectors.

Once logged in, Users can also add details and interact with the rest of the Community. However, RADIOOOOO can decide to remove any comment at its own discretion.

Once logged in, Users can access islands on which playlists are not only organized by decade and country but also by themes.

Once logged in, a buy button, allows the User to purchase a song displayed on the website.

This buy button leads the User/Buyer to iTunes platform.

The purchase of the song is then submitted to iTunes General Terms of Use. RADIOOOOO cannot be held responsible once a User has been redirected.

The Users access the Service:

- Through the Website:
 - A free Service;
 - A Premium Service with additional functionalities such as the the islands, playlists, Play/Pause that Users can access by subscribing to the Service.

The Service can only be accessed from a private computer or any other electronic device as listed below, via the Website.

The use of the Website requires a high-speed Internet connection.

This connection and the service's costs associated with such high-speed Internet connection remain at the User's charge and must be made before he/she can use the Service.

- Through RADIOOOOO's mobile application:

The playlists as displayed on the Website can be accessed from mobile networks and touchscreen tablets on all territories, without a possibility to modify the programs.

This mobile application is free.

While using the RADIOOOOO Mobile Application, the User agrees to the present Terms of Use and agrees to subscribe to the Service as a Mobile Subscriber.

3. TERMS OF SUBSCRIPTION AND USE

- a. Access to the Service is opened to:
- (i) People over 18 years-old or, people aged 13 and more and who have had their parents or tutor to agree to the present Terms of Use;
 - (ii) Having the legal capacity to conclude a legally binding contract with the company RADIOOOOO.

b. The User guarantees that the personal information provided to RADIOOOOO are true, accurate and complete.

In application of the French law Informatique et Libertés n° 78-17 of January 6, 1978 as modified by the law n°2004-801 of August 6, 2004, a declaration has been made to the French Commission Nationale de l'Informatique et des Libertés (CNIL declaration n°1670842 v 0) regarding the process of data collection.

According to the law, the User has the right to access and correct his personal data at all times.

To exercise its right, especially to ask for its contributions to the Community Space to be deleted, the User can send the Company a request at any time, at contact@radiooooo.com or at RADIOOOOO – 26, rue Richer 75009 Paris.

The User can thus request any incorrect, incomplete, ambiguous, out of date or prohibited personal data to be rectified, completed, updated or deleted.

c. Copy by all means on any other device of the content broadcasted by RADIOOOOO, is strictly prohibited.

d. The use of RADIOOOOO's service is either free or paid depending on the functionalities you wish to use.

e. Access to the Service is provided 24 hours a day, 7 days a week, with limitation as mentioned above and in article 4 hereunder.

f. The Users may submit soundtracks to be added to RADIOOOOO's music database in order to be broadcasted on the website.

However the suggestions made by the Users will not automatically be taken into account by RADIOOOOO.

The ultimate decision is left to RADIOOOOO's discretion and does not have to be motivated.

g. The Users may interact with other users and Contributors.

However, the User expressly acknowledges and accepts that he/she is solely responsible for all comments one makes on the Community Space.

Accordingly, it is reminded that:

- (i) RADIOOOOO, according to the provisions of French law n°2004-575 from June 21, 2004, pour la Confiance dans l'Economie Numérique, can not be held responsible for any of the contents

published by the Users on the Website, since RADIOOOOO does not control or supervise any of it.

The User expressly commits itself not to post, email, promote or otherwise communicate to the public, material which could amongst other things, but not exclusively be deemed to:

- constitute a violation of third-party's intellectual property rights; accordingly, the User commits himself neither to reproduce nor to communicate to the Website's users, information or material protected under copyright law, under brand law or, more generally protected under any other intellectual property rights held by third-parties without their prior approval;
- contain a virus or other harmful component which can interfere with, overburden, impair or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Properties;
- promote crimes or to include unlawful, threatening, tortious material; or to content abusive, of pedophilic nature, defamatory, obscene, vulgar, offensive, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent material or otherwise objectionable in RADIOOOOO's sole discretion;
- prejudice privacy or human dignity;
- promote violence, fanaticism, crime, terrorism, suicide, religious, racial, sexual, ethnic hatred;
- harass other users;
- favor or promote any criminal activity or enterprise;
- Solicit or collect personal data, passwords and/or personal information for commercial or unlawful purposes;
- forward undesired emails, mailing campaigns, instant messages, or advertising material;
- include advertisings in order to promote products through RADIOOOOO's website, without prior approval of the Company;
- content links to websites with a content contrary to laws and rulings, which prejudices third-party's rights or is against the present Terms of Use.

(ii) The User commits himself not to use digital programs such as scripts in order to add users to its profile and/or to send comments or messages.

(iii) The User is solely responsible for his password and should not communicate it to anyone else at any time or use another User's account, pseudonym or password.

(iv) The User acknowledges that RADIOOOOO might delete immediately and without prior notice its account in case its use of the Service contravenes the present Terms of Use and the applicable laws and regulations.

- (v) RADIOOOOO might communicate any accurate information to the legitimate authorities in order to facilitate the identification of the user violating any applicable laws or third-party's rights.
- (vi) Any person who might notice an offending content on the website should notify RADIOOOOO by sending an email at contact@radiooooo.com including the following information:
 - Notifier's identity and contact details
 - Description of the facts at issue
 - Their location on the Website
- h. RADIOOOOO reserves the possibility to retain online or to delete, at its own discretion, at any time, all or part of the content of the Community Space, except for the personal data without prior information of the User.

4. PAYMENT, CANCELLATION/TERMINATION

a. Payment

The User who subscribed to the Premium Service has the right to change its mind and be integrally reimbursed during fourteen (14) days after the day of its purchase.

b. Renewal/Termination

The subscription shall be automatically renewed at the end of each Subscription period, unless the User ends its subscription through its account, at least fourteen (14) days before the term of each period.

Cancellation shall be taken into account the day after the last day of current subscription and the User will only be able to access the free Service afterwards.

If the User cancels its purchase and/or terminates its subscription, after the term of the Reflection Period and/or after the Term of a subscription period, RADIOOOOO shall not reimburse subscription fees already paid.

c. Change of subscription price

RADIOOOOO reserves the right to periodically modify the Subscription's price.

If appropriate, RADIOOOOO shall inform the User of all price modification. The price modification shall be effective at the beginning of the following subscription period after the change has been announced. If the Subscriber does not accept the new tariff, he/she should unsubscribe before the term of its current subscription.

d. Cancellation

On RADIOOOOO's initiative:

As exposed above, RADIOOOOO reserves the right to immediately delete, without prior notice, the account of any user acting in violation of the present Terms of Use, of the applicable laws or on notification of a judiciary withdrawal, without the User being able to ask for any reimbursement or indemnity.

The cancellation of the account involves:

- the deletion of the account;
- the interruption of the access to the Service;
- the incapacity for the User to use its password.

The User acknowledges and accepts that RADIOOOOO can nevertheless retain the content of the offending deleted account and any personal information, in order to communicate them if necessary, according to legal requirements.

On the User's initiative:

The User shall delete its account at any time, without motivation, by notifying RADIOOOOO through an email at contact@radiooooo.com.

Accordingly, RADIOOOOO undertakes to delete, without delay, the User's account and its personal data and to send the User an email confirming the deletion of the account.

5. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS

a. RADIOOOOO grants You only a personal, temporary and limited right to use the Application subject to a licence fee consisting of a single right to use the Application for personal purposes, for the sole duration of the TCs.

The use of the Application does not grant You any intellectual property right to any element of this Application, including the source code of the Application or protected elements that constitute the Application (texts, images, videos, brands, designs, databases ...) which remain the property of their respective owners.

Thus, RADIOOOOO and its licensors are and remain the exclusive owners of all rights and titles relating to the Application and in particular all associated intellectual property rights. The Application is protected by copyright and other applicable intellectual property rights, both in France and worldwide under applicable international agreements.

You may not - and You are prohibited from - reproduce, represent, distribute, market, modify, assign in whole or in part any of the elements of the Application, without the express, written and prior agreement of RADIOOOOO. Any other use may lead to legal action.

Any use of the Application that does not comply with these TCs will automatically result in the immediate termination of this licence and bring about a definitive ban on using the Application for any reason whatsoever, without prejudice to the

possibility of RADIOOOOO taking legal action to obtain compensation for the damage suffered.

Upon expiry of the TCs, the Application will become unusable, without the right to any reimbursement for the User, except in the event of special and more favourable commercial conditions of the publisher of the download platform from which the Application was obtained.

b.Brands and logos included on RADIOOOOO's website or on its partners' websites are protected according to the provisions of articles L.711-1 and following of the French Code de Propriété Intellectuelle (CPI).

Any partial or full reproduction of any elements appearing on the Website are strictly forbidden according to article L.713-2 of the French CPI, if not expressly authorized by RADIOOOOO.

All databases included in RADIOOOOO's website are equally protected according to the provisions of the French law from July 11th 1998 transposing the European directive from March 11th 1996 on legal protection of databases in the French CPI.

c. RADIOOOOO wishes to remind its users that PIRACY CAUSES GREAT PREJUDICE TO ARTISTIC CREATION.

RADIOOOOO respects copyright and related rights.

Accordingly, RADIOOOOO has entered into contracts with collecting societies.

d.The Service's sound recordings are digital files protected by national and international copyrights and related rights' legal provisions.

In this regard and according to the French Code de Propriété Intellectuelle, the Service shall be used strictly in the private sphere.

Any use of the Service for other purposes without RADIOOOOO's prior approval exposes the User to civil and criminal prosecutions.

e.The User commits himself not to use any technological protection measures to overcome the technological protection measures used by RADIOOOOO, in order to download the digital database and save it on its receiving terminal whatever device it is (computer, mobile phone...).

Accordingly, the actions listed below are strictly prohibited:

- (i) To upload, post, e-mail, transmit, display, copy or otherwise communicate to the public any part of the Service or of the content available through the Service or to use the Service in breach with the present Terms of Use;
- (ii) To use the Service to upload or copy files which the User has no

- right to upload or copy;
- (iii) To modify or create new elements based on Services provided by RADIOOOOO;
- (iv) To bypass technologies used by RADIOOOOO or third-party to protect the contents provided by the Service;
- (v) To rent all or part of the Service;
- (vi) To bypass territorial limitations set by RADIOOOOO;
- (vii) To artificially manipulate the Services;
- (viii) To delete or modify any mention of copyright, brand or other intellectual property mentioned on the Website;
- (ix) To communicate its password to anyone else or to use the Name and the password of any other User.

f. The User acknowledges that any voluntary breach of technological protection measures shall result in a fine of 3.750 euros according to article L.335-4-1 of the French CPI.

Also, providing others with technical means created to bypass directly or indirectly technological protection measures shall result in 6 months imprisonment sentence and a fine of 30.000 Euros.

g. Any resale, exchange or rent of this digital database is strictly prohibited.

6. CHANGES TO THE WEBSITE

- a. RADIOOOOO reserves the right to modify or interrupt the Service or its contracts without prior notice.

The User shall be deemed to have accepted the modifications if he/she accesses the Service after any modification has occurred.

- b. RADIOOOOO shall make a reasonable effort to provide an operational Service.

However, technical difficulties may cause temporary disruptions.

- c. RADIOOOOO does not warranty RADIOOOOO's performances especially due to Internet connections and/or technical configurations.

- d. RADIOOOOO reserves the right, periodically and at any time, to modify or interrupt, temporarily or permanently, with or without prior notice, some of the Service's features and shall not be held responsible in this regard.

- e. The User acknowledges that RADIOOOOO has no obligation neither to provide maintenance, support or update of the Service nor to provide any specific content through the Service.

- f. The music catalogue the User accesses through the Service depends on the framework agreements concluded with the collecting societies and shall, consequently, vary according to the modifications that could occur in these agreements.

7. THIRD-PARTY CONTENT

- a. The Service may be used as a platform by third-party applications, websites and services (“Third-Party content”).
- b. These Third-Party contents have their own Terms of Use. RADIOOOOO’s Users shall refer to their specific Terms of Use shall they use Third-Party contents.
- c. Although expressly authorized by written by RADIOOOOO, RADIOOOOO shall not be held responsible for hyperlinks found on the Website.
- d. RADIOOOOO shall not control Third-Party contents and sources and shall not warranty their availability.
- e. Hyperlinks cannot be set by Users and Visitors without prior express approval of RADIOOOOO.
- f. In order to establish a hyperlink to RADIOOOOO’s website, the User shall contact the RADIOOOOO’s webmaster by email at contact@radiooooo.com .
RADIOOOOO’s silence shall not be interpreted as a tacit acceptance.

8. COUNTERPART

- a. In exchange for the rights granted to the User according to the present Terms of Use, the User expressly authorizes RADIOOOOO to send him/her advertisings and other information if he/she subscribes to the Free Service.
- b. The User grants RADIOOOOO a free, non-exclusive, transferable, permanent and global licence to use, reproduce, communicate to the public, publish or translate all content the User publishes through the Service.
- c. The present Terms of Use are an agreement concluded between the User and RADIOOOOO. They do not, in any event, create rights for third-party beneficiaries.
- d. The non-application of the present Terms of Use by RADIOOOOO

shall not be deemed a waiver of its rights.

9. DISCLAIMER OF WARRANTIES

- a. RADIOOOOO aims at providing the best Service to its Users.
- b. However, the Website being a service of the internet, there are risks that the Users shall accept in advance.
- c. RADIOOOOO shall not be liable for any damage that could occur while using the Service.
- d. RADIOOOOO does not warranty the quality of any content that could be found on the Website.
- e. Descriptions of, or references to, products, services or publications within the Website do not imply endorsement of that product, service or publication by RADIOOOOO. RADIOOOOO accepts no responsibility with regard to products or services promoted or proposed through the Service, especially by using hyperlinks or advertisings.

10. PROTECTION OF PERSONAL DATA - CONFIDENTIALITY

The Application has been conceived and developed with careful attention to the protection of Users' personal data. RADIOOOOO has therefore devised and implemented appropriate technical and organisational measures to ensure that each decision made by a User is collected and stored under the strictest confidentiality conditions.

This data will never be passed on to third parties, especially for promotional or advertising purposes. On the other hand, such data may, where appropriate, be passed on to the judicial authorities in the event that RADIOOOOO is obliged to do so. In this case, this will be carried out confidentially by RADIOOOOO.

To maintain the confidentiality of your personal data, You must ensure that no one other than You may access the content of the Application. For this, the application may only be opened by means of a code or by using any means of identification compatible with your smartphone.

11. MISCELLANEOUS

- 11.1. The General Terms of Use contain the sole and entire agreement between the parties.

They supersede any previous written or oral agreement, related to the matter of the present ToU.

- 11.2. Additional agreements shall apply to specific features of the Service. These specific terms of use shall only govern the specific services and shall not supersede the present General Terms of Use unless it is expressly stated.
- 11.3. If any provision of these Terms of Use shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these Terms of Use. The invalidity of any provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.
- 11.4. To the fullest extent permitted by law, the present Terms of Use shall be governed by and construed in accordance with the laws of France with the exception of conflict of law rules.
French language shall be the binding language.
Any translation provided to the User has been provided to facilitate his/her understanding of the present Terms of Use. The User can refer to the French version by (i) going back to the main page, (ii) choosing the French link at the top of the page, (iii) selecting the french version of the Conditions Générales d'Utilisation.
- 11.5. To the fullest extent permitted by the law, the User hereby expressly agrees that any dispute arising out of or relating to the use of the Service, shall be referred to the French competent courts of Paris, if no amicable settlement is found.