Terms and Conditions

for using the bbn.music platform operated by BBN Music GmbH

As of: February 2024

1. Scope and Definitions

1.1 Scope of Application: These Terms and Conditions govern the business relationship between BBN Music GmbH (hereinafter "BBN Music", "we" or "us") and the users of the online platform bbn.music (hereinafter "User"). These Terms apply to all contracts entered into via the platform between BBN Music and Users, regardless of whether the User is a consumer or a business entity. Individually negotiated agreements with the User (including side agreements and special conditions, e.g. for large customers such as music labels) shall always take precedence over these Terms insofar as they deviate from these provisions.

1.2 Consumers and Business Entities: A consumer within the meaning of Section 13 of the German Civil Code (BGB) is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed. A business entity within the meaning of Section 14 BGB is a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or self-employed professional activity when entering into a contract. In these Terms, consumers and business entities are collectively referred to as "User" unless expressly distinguished.

1.3 Languages and Notices: The contract language is German. Legal notices in these Terms that specifically relate to consumers do not apply to Users who are business entities, and vice versa, unless expressly stated otherwise. BBN Music does not recognize deviating terms and conditions of the User unless we expressly agree to their applicability in writing.

2. Subject Matter and Services of BBN Music

2.1 Platform and Service Description: BBN Music operates an online platform at bbn.music through which music rights holders (e.g. musicians, labels, other holders of copyright and neighboring rights) can have their music content distributed digitally. This includes in particular the distribution of audio recordings (along with associated metadata, cover artwork, etc.) to various digital music services such as streaming and download platforms (e.g. Spotify, Apple Music, YouTube Music, Amazon, Deezer and others -- hereinafter collectively referred to as "Stores").

2.2 Scope of Services: BBN Music provides the User with a personal online account (user account). The main services include:

- **Upload & Management:** Uploading audio files along with metadata and cover images
- **Digital Distribution:** Delivery to selected Stores
- **Identification Codes:** ISRC, UPC/EAN and catalog numbers
- **Updates & Takedowns:** Modifications and removals upon request
- **Reporting:** Access to usage and sales data
- **Billing & Payouts:** Managing and paying out revenue

2.3 No Guarantee of Success: BBN Music does not owe the User the success of any particular marketing effort. In particular, BBN Music does not guarantee the acceptance or continued availability of content in specific Stores.

2.4 Quality Review: BBN Music is entitled, but not obligated, to review User-submitted content for obvious legal violations or violations of Store guidelines before distribution.

3. Contract Formation and Account Creation

3.1 Registration: To use BBN Music's services, the User must first create a user account on the bbn.music platform. Registration requires providing a valid email address and password, as well as -- depending on the chosen plan -- additional information.

3.2 Contract Formation: The contract between BBN Music and the User is formed once BBN Music accepts the User's offer. Acceptance may occur either expressly through a confirmation email or implicitly by BBN Music activating the user account.

3.3 Pricing Plans: During registration, the User selects one of the offered pricing plans (see Section 5). For paid plans, the price of 12 EUR/year is explicitly displayed.

3.4 Requirements: Users must be at least 18 years old. BBN Music reserves the right to reject registrations in case of reasonable doubt.

4. User Obligations and Responsibilities

4.1 Accuracy and Currency: The User is obligated to provide all information truthfully and completely and to update their profile immediately in case of changes.

4.2 Login Credentials: The User must keep their user account credentials confidential and protect access from unauthorized third parties.

4.3 Content Requirements: The User may only upload content for which they hold all necessary rights.

4.4 Prohibited Content:

- Incitement to hatred, racist or extremist content
- Content glorifying violence
- Pornographic or content harmful to minors (without labeling)
- Insulting or discriminatory statements
- Copyright infringement (e.g. unauthorized samples)
- Violations of personality rights

4.5 Labeling Requirements: Explicit content must be labeled as such.

4.6 No Dual Distribution: No parallel distribution through other services to the same Stores.

4.7 Store Guidelines: The User must comply with the guidelines of the Stores.

4.8 Anti-Fraud Policy:

- No manipulation of streaming/download numbers
- No bots, click farms or automated streams
- No circumvention of protection mechanisms
- No multiple accounts or identity deception

4.9-4.11: The User bears full responsibility for their content and grants BBN Music the necessary usage rights for distribution.

5. Fees, Pricing and Billing Models

5.1 Pricing Plans:

Free Plan

97%

of your revenue

- No base fee
- 3% commission for BBN Music
- Unlimited releases

Paid Plan

100%

of your revenue

- 12 EUR per year
- 0% commission
- Unlimited releases

5.2 Net Royalties: Net revenue after deduction of Store shares and taxes. Example: 100 EUR from Store = 97 EUR (Free) or 100 EUR (Paid) for you.

5.3-5.6: Price changes will be announced in advance. Payment is made upfront via credit card, SEPA or PayPal. In case of payment default, the account may be suspended or downgraded to Free.

6. Accounting and Payouts

6.1 Recording: BBN Music records all revenue (streams, downloads, Content ID, etc.) and provides sales reports.

6.2 Billing Period: Billing is done regularly based on Store data.

6.3 Payout Threshold: 5 EUR

Balances below the threshold are carried forward. Upon contract termination, payout is made regardless of the threshold.

6.4 Payment Methods: Bank transfer (SEPA), PayPal or Wise. Payouts in Euro. Transfer or conversion fees charged by the chosen payout method are paid by the User. Earnings reported in another currency are converted to Euro at the exchange rate at which that payment actually reaches BBN.

6.5 Taxes: The User is responsible for the tax declaration of their revenue.

6.6-6.8: In case of corrections by Stores, previously issued statements may be adjusted. Store fees for rule violations may be passed on.

7. Right of Withdrawal for Consumers

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (BBN Music GmbH, Rosa-Luxemburg-Str. 37, 14482 Potsdam, Germany, telephone: +49 171 7525811, email: support@bbn.music) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory. You can also exercise your right of withdrawal online at https://bbn.music/withdrawal. If you use this online feature, we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To BBN Music GmbH, Rosa-Luxemburg-Str. 37, 14482 Potsdam, Germany, email: support@bbn.music:
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.

8. Contract Duration, Termination and Suspension

Free Plan
Indefinite, cancellable with 30 days notice to end of month

Paid Plan
1 year, renews automatically. Cancellable during the first year to its end, after that at any time with one month's notice; we refund any overpayment to the day

8.3 Plan Changes: Switch from Free to Paid at any time. When Paid ends, the account continues on the Free Plan.

8.4 Complaints: Users have a 14-day right to appeal any measures taken against them.

8.5 Extraordinary Termination: In case of serious violations (legal infringements, stream manipulation, etc.), BBN Music may terminate without notice.

8.6 After Contract Ends: Account will be suspended, content removed from Stores. Outstanding balances will be paid out.

9. Changes to these Terms

9.1-9.2: Changes will be announced at least 6 weeks in advance by email.

9.3 Consent: Consumers must expressly consent. Business entities: Silence is deemed consent after 30 days.

9.4 Rejection: In case of rejection, the previous Terms remain in effect. BBN Music may then terminate upon the effective date.

10. Liability of BBN Music

10.1 Unlimited Liability: For intent, gross negligence, personal injury and statutory guarantees.

10.2 Simple Negligence: Only for breach of material contractual obligations, limited to foreseeable damages.

10.3-10.4: No compensation for lost profits or indirect damages. No liability for User content or Store decisions.

10.5 Force Majeure: No liability for natural disasters, pandemics, server failures, etc.

10.8 For Business Entities: Liability limited to payments of the last 12 months (max. 100 EUR for Free plan).

11. Third-Party Rights, Indemnification and Sanctions

11.1-11.2 Indemnification: The User indemnifies BBN Music against third-party claims arising from their content (incl. legal fees).

11.3 Dispute Resolution: For copyright conflicts, internal resolution with BBN Music must be initiated first (30 days).

11.4 Contractual Penalty (Business Entities): Max. 500 EUR per culpable violation. Not applicable to consumers.

12. Data Protection and Data Usage

For full details on data protection, please refer to our Privacy Policy.

Summary: Data is only used for contract fulfillment (Art. 6(1)(b) GDPR). Retention is in accordance with statutory periods (up to 10 years for billing data). Third parties are only engaged as data processors.

13. Provider Information, Contact and Dispute Resolution

Our full provider information can be found in our Imprint.

Dispute Resolution: We do not participate in consumer dispute resolution proceedings. The EU dispute resolution platform has been discontinued.

14. Final Provisions

Applicable Law

German law (excluding UN Convention on Contracts for the International Sale of Goods)

Jurisdiction

Potsdam (for business entities)

Contract Language

German (English versions are for convenience only)

Limitation Period (Business Entities)

12 months from commencement of the limitation period

Severability clause: Invalid provisions do not affect the validity of the remaining provisions. BBN Music may transfer the contract to affiliated companies (4 weeks notice). Communications to support@bbn.music are sufficient.

These Terms apply from 02/02/2024 for all new contracts.