



# WWW.GROOVER.CO GENERAL TERMS AND CONDITIONS OF SERVICE

*This version of the Terms of Services has been translated from the original version in French using an online translation tool. The French version of the Terms of Services available [here](#) is the authentic one with legal enforcement.*

## 1. Object

The purpose of these terms and conditions is to define the terms and conditions of use of the services offered on the [www.groover.co](https://www.groover.co) website (hereinafter referred to as the "**Services**"), and to define the rights and obligations of the parties in this context.

They are accessible and printable at any time via a direct link at the bottom of the home page of [www.groover.co](https://www.groover.co) (hereinafter referred to as the "**Site**"). They may be supplemented, where applicable, by conditions of use specific to certain Services.

In the event of contradiction, the special conditions shall prevail over these general conditions.

## 2. Site and Services Operator

The Services are accessible via the Site. The Site and the Services are operated by GROOVER, a SAS with share capital of 1275.22 euros, registered with the LISIEUX Trade and Companies Register under number° 835 329 699, whose registered office is located at Les Coudrettes - Le Mesnil-Mauger, 14270 Mézidon Vallée d'Auge, France (hereinafter referred to as "**Groover**").

Groover can be contacted at the following address:

- Postal address: Groover - Les Coudrettes - Le Mesnil-Mauger, 14270 Mézidon-Vallée d'Auge, France
- E-mail address: [support@groover.co](mailto:support@groover.co)

## 3. Site operation and definitions

### 3.1. Site operation

The Site allows artists (and their representatives) (hereinafter: the "**Customers**") to send music to media, labels and music influencers (hereinafter: the "**Music Influencers**") in order to obtain feedback on their music (hereinafter: the "**Feedbacks**").

### 3.2. Definitions

**Customer:** refers to any individual or legal entity using the Site to send music to Musical Influencers. These may be musical artists, artists' representatives or any other User wishing to send a piece of music to [www.groover.co](http://www.groover.co).

**Piece:** this is the part or whole of a musical work for which the Customer holds the exploitation rights.

**Link to a Piece:** means a link to an external service hosting the Piece and enabling it to be listened to freely and without charge (e.g. YouTube, Soundcloud, Bandcamp - non-exclusive list) and/or from a player integrated into the Site. These links may be public or private. Links to a Song fall within the scope of article 19, detailing the use of third-party services.

**Feedback:** refers to the written feedback of at least 15 words given by a Musical Influencer to a Customer about his/her music.

**Grooviz:** refers to tokens that can be used on the Site to remunerate Musical Influencers for writing Feedback(s). Customers must purchase Grooviz in order to send their Song to Musical Influencers. The price of Grooviz is indicated on the Site. Grooviz are convertible into euros or any other type of remuneration offered on the Site when converted by Musical Influencers from their Personal Space.

**Musical Influencer:** refers to media, blogs, playlisters, independent journalists, labels, bookers, managers, social network influencers, synchro supervisors, DJs, mentors, sound specialists (non-exhaustive list) - approved by Groover - who can provide Feedbacks to Customers on the Pieces of music they receive. In order to convert Grooviz into euros, the Musical Influencer must be a legal entity with the status of micro-entrepreneur (auto-entrepreneur), company or association.

**Billing Mandate:** means the billing mandate entered into between the Musical Influencer and Groover under the terms of which the Musical Influencer agrees to entrust Groover, in compliance with the applicable rules, with the preparation and issue of invoices relating to his activity on the Site.

**Services:** refers to all services provided by Groover on the Site, listed on the <https://groover.co/fr/lp/services/> page, including in particular :

- the service enabling Customers to send their Songs to Musical Influencers and obtain Feedbacks,
- the music content, articles and playlists service,
- the service enabling Customers to send their Pieces to participate in events,
- the music discovery service for Music Influencers,
- the billing and payment tools service,
- the service for classifying tracks submitted by users on the Site (hereinafter referred to as "**Groover Charts**");
- the service for creating advertising campaigns on third-party platforms and social networks (such as YouTube, Instagram or TikTok) for Songs and Customers;

- the design and writing of customer biographies or song *pitches* for listening platforms (such as Spotify, Deezer, Apple Music, etc.);
- the Morceaux mastering service based on artificial intelligence models;
- the analysis and optimization service for the Customer's social networking pages and listening platforms;
- personalized support and access to a subscription-based community platform (hereinafter referred to as the "**Groover Club**");
- coaching services to help customers develop their careers;
- the service enabling Customers to send their Songs in order to participate in events or to be selected for studio sessions, residencies and other opportunities;
- as well as services designed to help the Customer find and select Musical Influencers to send a Piece of Music.

**Site:** refers to the website whose address is [www.groover.co](http://www.groover.co).

**Users:** refers to Musical Influencers and Customers.

#### **4. Access to the Site and Services**

The Services are accessible to Users, subject to the restrictions set out on the Site:

- any natural person with full legal capacity to enter into commitments under these terms and conditions. Individuals who do not have full legal capacity may only access the Site and Services with the consent of their legal representative;
- any legal entity acting through a natural person with the legal capacity to contract in the name and on behalf of the legal entity.

#### **5. Acceptance of terms and conditions**

Acceptance of these terms and conditions is evidenced by a checkbox (with a link to these terms and conditions) when creating an account on the Site. This acceptance can only be full and complete. Any conditional acceptance is considered null and void. Users who do not agree to be bound by these terms and conditions must not use the Services.

#### **6. Site registration**

Use of the Services requires the User to register on the Site, by filling in the account creation form provided for this purpose. The User must provide all information marked as mandatory (indicated with asterisks). Incomplete registrations will not be validated.

Prior to validation, the registration of Musical Influencers is examined by Groover. Registration requests are assessed according to the following criteria:

- the Music Influencer's presence on social networks and influence in the music world,
- the Musical Influencer must produce quality content (strong editorial and aesthetic line, content content and form recognized in the music ecosystem, seriousness and rigor of publication, etc.),
- The Musical Influencer must be active in his or her field of activity (frequent publication or support of artists, concrete operational activity, etc.).

Groover reserves the right to refuse any application for registration, at its own discretion and without the Musical Influencer being entitled to claim any compensation in this respect.

To notify the User of the validation of his registration, Groover sends him a confirmation e-mail. Validation of registration results in the opening of an account in the User's name (hereinafter: the "**Account**"), giving him access to a personal area (hereinafter: the "**Personal Area**") which enables him to manage his use of the Services in a form and using the technical means that Groover deems most appropriate for rendering said Services.

The User guarantees that all information provided in the registration form is accurate, up-to-date and sincere, and is not misleading. He undertakes to update this information in his Personal Space in the event of any modifications, so that it always corresponds to the aforementioned criteria. The User is hereby informed and accepts that the information entered for the purposes of creating or updating his/her Account shall constitute proof of his/her identity. The information entered by the User is binding upon validation.

The User may access his Personal Space at any time by entering his login and password. The User undertakes to use the Services personally and not to allow any third party to use them in his place or on his behalf, unless he assumes full responsibility. The User agrees not to create or use more than one personal Account per User on the Site.

The User is likewise responsible for maintaining the confidentiality of his login and password. The User must immediately contact Groover using the contact details given in article 2 hereof if he notices that his Account has been used without his knowledge. He acknowledges Groover's right to take all appropriate measures in such a case.

## **7. Description of Services**

The User has access to the Services described on the Site, in a form and according to the functionalities and technical means that Groover deems most appropriate. The list of

Services offered and their functionalities may change over time, and Groover reserves the right to unilaterally offer, modify or delete a Service.

This is how the site operated by Groover works:

## **7.1. For customers :**

### **7.1.1. A la carte" services**

- Groover proposes a list of Musical Influencers (media, blogs, playlisters, independent journalists, labels and bookers ... without this list being exhaustive) to which the Customer can send one or more of his Piece(s) or those of one or more artists he represents (for agents, managers, press attachés or other artist representatives). The Songs are sent via Links to a Song.
- Customers can purchase Grooviz to send their Song(s) to the Music Influencers of their choice.
- By sending his or her Piece to Musical Influencers on the Site, the Customer receives Feedback on his or her Piece(s) from the selected Musical Influencer(s). If the Customer does not receive Feedback within one week of sending the Piece to one (or more) Influencer(s), he/she is automatically re-credited in Grooviz for the amount spent on contacting the Influencer(s) in question who did not respond within the allotted time.
- Customers can use Grooviz to place their Song(s) at the top of the list of songs on which one or more Musical Influencer(s) must deliver Feedbacks (hereinafter: "**Groover Hype**"). Groover Hype is reserved for Customers meeting specific criteria, detailed on the Site. Customers can also use Grooviz to access the Groover Charts service.
- In return for the provision of paid Services (sending Songs to Music Influencers, etc.), Groover will deduct a commission from the price of said Services. The amount and method of calculation of this commission are transparently indicated on the Site.
- Groover also offers paid Services (Groover Hype, etc.). The rates for these paid Services are transparently indicated on the Site.
- Customers can also apply to take part in events (concerts, etc.) presented on the Site, by sending their Piece(s) to the Site free of charge. Songs are also sent via Links to a

Song. If the Customer is selected by the event organizer, the terms and conditions of his or her participation in the event will be set out in a separate contract.

#### 7.1.2. Subscription

- Groover also offers access to certain Services in the form of subscriptions (hereinafter referred to as "**Subscription(s)**"). The Services included in the Subscription(s) are listed on the Site.
- Access to certain Subscriptions may be reserved for Customers meeting specific criteria, detailed on the Site.
- Each Subscription begins on the day it is taken out for the period indicated during the subscription process (hereinafter referred to as the "**Initial Period**"). It is tacitly renewed for successive periods of the same duration as the Initial Period (together with the Initial Period, the "**Periods**"), from date to date. The Subscription may be terminated by the Parties at any time. However, any Period begun is due in full.

#### 7.2. For Music Influencers :

- Musical Influencers receive Piece(s) of music sent to them via the Site and displayed in their Personal Space.
- They can listen to the Piece(s) received from their Personal Space and give Feedback on the Piece(s) in question.
- Each time a Musical Influencer provides Feedback on a Song (which is then sent to the Customer who sent the Song in question), he or she earns Grooviz. The number of Grooviz earned is indicated on the Site. The number of Grooviz earned can be consulted in the balance in the Personal Area. The Musical Influencer earns Grooviz for Feedbacks made, regardless of whether or not he/she decides to share the Piece (on his/her media, social networks, etc.).
  - 1.
- In return for the provision of the Services, Groover may deduct a commission from the Musical Influencers on the Grooviz received. The amount of the commission charged is indicated on the Site.
- From his or her Personal Space, the Musical Influencer may convert the Grooviz earned into euros or into any other type of remuneration offered on the Site at the time of their conversion, under the conditions set forth in **Article .7.3**

### **7.3. For all Users :**

The User has a profile (hereinafter referred to as the "**Profile**") which can be accessed and modified from his or her Personal Space. The Profile is filled in by the User him/herself, or from information publicly available on the web, or from information collected when using the Services and which does not fall within the scope of "personal data" as defined in the Privacy Policy, unless expressly authorized by the User. The information and data contained in the User's Profile will be publicly accessible by all visitors and Users of the Site.

Users may withdraw their Grooviz in order to convert them into euros, provided that the withdrawal threshold imposed by Groover is respected. The amount of this threshold is indicated on the Site.

Grooviz withdrawals are free of charge. However, any additional Grooviz withdrawal made within less than thirty calendar days of the previous withdrawal may be subject to a fee, invoiced by Groover. The User will be reminded of these fees and their amounts at the time of the withdrawal request.

## **8. Chargeable services**

### **8.1. Price**

The price of the Services is indicated on the Site. Unless otherwise stated, they are expressed in euros and include all French taxes. Groover reserves the right, at its own discretion and on terms to be determined by it alone, to offer promotional offers or price reductions.

### **8.2. Price review**

The price of Services may be revised by Groover at any time, at its own discretion. The User will be informed of any such revision directly on the Site. Users who do not accept the new prices must terminate their use of the Services in accordance with the terms and conditions set out in the article "*Duration of Services - Unsubscription*". Failing this, the User will be deemed to have accepted the new prices.

### **8.3. Billing**

Invoices are communicated to the User by any useful means. The User may obtain any invoice by sending a request to the following e-mail address: support@groover.co

The Musical Influencer expressly authorizes Groover to issue, in his name and on his behalf, an invoice relating to his use of the Services.

Groover issues invoices using the billing information provided by the Musical Influencer at the time of registration and confirmed or updated at the time of each payment request.

Invoices are issued and sent for each payment request made by the Musical Influencer.

#### **8.4. Terms of payment**

The terms of payment for the Services are described on the Site. Payment is made by direct debit using the User's credit card number. Direct debit is carried out by our payment service providers, who alone retain the User's bank details for this purpose. Groover does not retain any bank details. The User guarantees Groover that he has the necessary authorizations to use the chosen method of payment. The User undertakes to take the necessary steps to ensure that the price of the Services can be debited automatically.

#### **8.5. Late payments and payment incidents**

The User is hereby informed and expressly accepts that any delay in payment of all or part of a sum due on its due date will automatically, without prejudice to the provisions of article 14 and without prior formal notice :

- (i) the acceleration of all sums due by the User and their immediate payment;
- (ii) immediate suspension of Services in progress until full payment of all sums due by the User;
- (iii) billing to Groover :
  - a. **for private individuals:** late payment interest at the rate of 1.5 times (one and a half times) the legal interest rate, based on the amount of all sums owed by the User.
  - b. **for professionals:** late payment interest at a rate of 3 (three) times the legal interest rate, based on the full amount of the sums owed by the User and a flat-rate indemnity of 40 (forty)€ to cover collection costs.

### **9. Express waiver of the right of withdrawal**

Individual Users are informed that a right of withdrawal applies in principle to contracts for the provision of services concluded at a distance between a professional and a consumer. This right must be exercised within 14 (fourteen) days of the conclusion of the contract.

However, they are expressly informed and accept that the Services are provided to them as soon as they register, and are therefore fully executed before the end of the withdrawal period referred to above. Consequently, they expressly waive their right of withdrawal, which may not be exercised, in accordance with article L.221-28 of the French Consumer Code.

### **10. Proof agreement**

The User expressly acknowledges and accepts:



- (i) that the data transmitted by the User on the Site is proof of the reality of the operations carried out within the framework of the present contract;
- (ii) that this data constitutes the only form of proof accepted between the parties, in particular for the calculation of sums due to Groover.

The User can access this data in his Personal Area.

## **11. Obligations of the User**

### **11.1. Obligations common to all Users**

Without prejudice to the other obligations set forth herein, the User agrees to comply with the following obligations:

- (i) In using the Services, the User undertakes to comply with the laws and regulations in force and not to infringe the rights of third parties or public order. In particular, the User is solely responsible for complying with all administrative, tax and/or social security formalities and for paying all contributions, taxes or levies of any kind that may be due in connection with the use of the Services. Groover cannot be held liable in this respect.
- (ii) The User acknowledges that he/she has familiarized himself/herself on the Site with the characteristics and constraints, particularly technical, of all the Services. The User is solely responsible for his/her use of the Services.
- (iii) The User is hereby informed and accepts that in order to use the Services, he/she must be connected to the Internet and that the quality of the Services depends directly on this connection, for which he/she is solely responsible.
- (iv) The User is also solely responsible for the relationships he/she may establish with other Users and the information he/she communicates to them in the context of the Services. It is the User's responsibility to exercise appropriate caution and discernment in these relationships and communications. The User further undertakes to respect the usual rules of politeness and courtesy in his dealings with other Users.
- (v) The User undertakes to make strictly personal use of the Services. Consequently, he/she may not assign, concede or transfer all or part of his/her rights or obligations hereunder to a third party, in any manner whatsoever.

- (vi) The User undertakes to provide Groover with all information required for the proper performance of the Services. More generally, the User undertakes to cooperate actively with Groover with a view to the proper performance hereof.
- (vii) The User is solely responsible for the content of any kind (editorial, graphic, audiovisual or other, including any name and/or image chosen by the User to identify him/her on the Site) that he/she disseminates within the framework of the Services (hereinafter referred to as "**Content**"). The User warrants to Groover that he/she has all the rights and authorizations required to distribute such Content. He undertakes to ensure that the said Content is lawful, does not infringe public order, morality or the rights of third parties, does not violate any legislative or regulatory provision and, more generally, is in no way likely to give rise to civil or criminal liability on the part of Groover.

The User thus refrains from distributing, in particular and without this list being exhaustive :

- Content that is pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist,
  - counterfeit Content,
  - Content that violates the image of a third party,
  - Content that is misleading or deceptive or that proposes or promotes illegal, fraudulent or deceptive activities,
  - Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.),
  - Content for which they do not hold the exploitation rights,
  - and more generally Content likely to infringe the rights of third parties or to be prejudicial to third parties, in any manner or form whatsoever.
- (viii) The User must take the necessary steps to save by his own means the information in his Personal Space that he deems necessary, no copy of which will be supplied to him.

## **11.2. Obligations specific to the Musical Influencer**

- (i) Groover specifies that the Musical Influencer must either have the status of a company registered with the Registre du Commerce et des Sociétés, or the status of an association, or the status of a micro-entrepreneur (auto-entrepreneur) for Musical Influencers exercising their activity in France, or the equivalent for Musical Influencers exercising their activity outside France, in order to convert the Grooviz obtained on the Site into euros from his or her Personal Space (Balance). Musical Influencers who do not yet have one of these statuses acknowledge that

they may create an Account on the Site, but that they will not be able to convert their Grooviz into euros until they have one of these statuses. Groover can assist the Musical Influencer in the creation of his status by e-mail to [influencers@groover.co](mailto:influencers@groover.co).

Grooviz are therefore convertible into euros subject to the suspensive condition of creating one of the aforementioned statuses. The Musical Influencer has a period of 365 (three hundred and sixty-five) days after the creation of his/her Account to possess one of the aforementioned statuses.

The Musical Influencer expressly acknowledges and accepts that his or her inactivity on the Site and failure to convert his or her Grooviz for a period of 365 (three hundred and sixty-five) consecutive days, will be considered as an intentional abandonment of his or her Grooviz balance constituting a remission of debt, as defined in article 1350 et seq. of the French Civil Code.

- (ii) In order to use the Services related to the conversion of Grooviz into euros, the Musical Influencer agrees to enter into a Billing Mandate with Groover. The Musical Influencer is also required to indicate on the Site all the necessary information and to upload on the Site all the administrative documents required to satisfy the legal obligations in force as well as the rules of transparency (Know Your Customer), in particular within the framework of the obligation of vigilance or to avoid any fraud.
- (iii) The Musical Influencer acknowledges and accepts that Groover reserves the right to delete his or her Account and access to the Site in the event that, in the course of using the Services, he or she fails to comply with any of the Site registration criteria set forth in Article 6.
- (iv) The Musical Influencer agrees to abide by the Musical Influencer charter, which is available on the frequently asked questions page (<https://help.groover.co/>) on the Site, for the duration of his or her registration.
- (v) The Musical Influencer acknowledges and accepts that the Services offered by Groover subject Musical Influencers to specific obligations, in particular with regard to tax and social security. To find out which obligations apply to them according to their own situation, Musical Influencers are invited to consult the websites and practical information sheets put online by the French Treasury and Social Security, which can be accessed via the links below:
  - Tax obligations :
    - o <https://www.impots.gouv.fr/portail/node/10841>

- <https://www.impots.gouv.fr/portail/particulier/questions/comment-declarer-les-revenus-provenant-de-mon-activite-de-micro-entrepreneur>
- Social obligations
  - <http://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>

Groover reminds Musical Influencers that they have fiscal (VAT, taxes, etc.) and social (URSSAF, etc.) obligations applicable to them, regardless of their place of residence, relating to their activities, in particular in connection with transactions carried out via the Site and all income arising therefrom.

The Musical Influencer acknowledges that the technical tools and resources made available by Groover do not relieve him/her of responsibility for his/her legal obligations. In particular, he/she acknowledges that he/she retains full responsibility for his/her legal and tax obligations with regard to invoicing for original initial and/or rectifying invoices issued in his/her name and on his/her behalf by Groover, in particular with regard to his/her VAT declaration and payment obligations, in accordance with the Invoicing Mandate.

- (vi) The Musical Influencer is prohibited from misleading the Customer, from copying and pasting the same Feedback for several Customers, and from offering commercial services or promoting a third party's commercial site within a Feedback.

## **12. User warranties**

### **12.1. Guarantees common to all Users**

- (i) The User indemnifies Groover against all claims, complaints, actions and/or demands whatsoever that Groover may suffer as a result of the User's breach of any of its obligations or warranties under these terms and conditions.
- (ii) The User undertakes to compensate Groover for any loss it may suffer and to pay all costs, charges and/or fines it may incur as a result.

### **12.2. Customer warranties**

The Customer warrants to Groover that he is the owner of the exploitation rights to the Song he wishes to send to the Musical Influencers of his choice.

### **13. Prohibited behaviour**

It is strictly forbidden to use the Services for the following purposes:

- carrying out illegal or fraudulent activities, or activities that infringe on the rights or safety of third parties,
- undermining public order or violating applicable laws and regulations,
- intrusion into a third party's computer system or any activity of a nature to harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security,
- sending unsolicited e-mails and/or commercial prospecting or solicitation,
- manipulations intended to improve the referencing of a third-party site,
- aiding or abetting, in any form or manner whatsoever, one or more of the acts and activities described above,
- and more generally any practice that misuses the Services for purposes other than those for which they were designed.

Users are strictly forbidden to copy and/or misappropriate for their own purposes or those of third parties the concept, technologies or any other element of the Site.

The following are also strictly prohibited:

- (i) any behaviour likely to interrupt, suspend, slow down or prevent the continuity of the Services,
- (ii) any intrusions or attempted intrusions into Groover's systems,
- (iii) any misappropriation of the Site's system resources,
- (iv) any action likely to impose a disproportionate burden on the latter's infrastructures,
- (v) any breach of security and authentication measures,
- (vi) any acts likely to prejudice the financial, commercial or moral rights and interests of Groover or users of its Site, and more generally (vii) any breach of these general terms and conditions.

It is strictly forbidden to monetize, sell or grant all or part of access to the Services or the site, or to the information hosted and/or shared therein.

## **14. Penalties for non-compliance**

In the event of a breach of any of the provisions of these terms and conditions or, more generally, of the laws and regulations in force by a User, Groover reserves the right to take any appropriate action and, in particular, to :

- (i) suspend or terminate access to the Services of the User who has committed or participated in the breach or infringement,
- (ii) delete any Content posted on the Site,
- (iii) publish on the Site any information message that Groover deems useful,
- (iv) notify any relevant authorities,
- (v) take any legal action.

## **15. Groover's liability and warranties**

Groover undertakes to provide the Services diligently and in accordance with the rules of the trade, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept.

Groover has no knowledge of the Content placed online by Users as part of the Services, on which it performs no moderation, selection, verification or control of any kind and in respect of which it acts solely as a hosting service provider. Consequently, Groover cannot be held responsible for Content whose authors are third parties, and any claim must be directed in the first instance to the author of the Content in question. Content harmful to a third party may be notified to Groover in accordance with article 6 I 5 of the French law n° 2004-575 of June 21, 2004 for confidence in the digital economy, Groover reserving the right to take the measures described in article 14.

Groover declines all responsibility for any loss of information accessible in the User's Personal Area, as the User must save a copy and cannot claim any compensation in this respect.

Groover undertakes to carry out regular checks to verify the operation and accessibility of the Site. Groover therefore reserves the right to temporarily interrupt access to the Site for maintenance purposes. Similarly, Groover cannot be held responsible for temporary difficulties or impossibilities in accessing the Site due to circumstances beyond its control, force majeure as defined in article 1218 of the French Civil Code, or disruptions to telecommunications networks.

Groover does not warrant to Users:

- (i) that the Services, subject to constant research to improve performance and progress, will be totally free of errors, defects or faults,

- (ii) that the Services, being standard and in no way offered for the sole intention of a given User according to his own personal constraints, will specifically meet his needs and expectations.

In any event, Groover's liability hereunder is expressly limited to proven direct damage suffered by the User.

## **16. Intellectual property**

The systems, software, structures, infrastructures, databases and content of all kinds (text, images, visuals, music, logos, trademarks, databases, etc.) used by Groover within the Site are protected by all intellectual property rights or database producers' rights in force. Any disassembly, decompilation, decryption, extraction, reuse, copying and, more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of Groover is strictly prohibited and may be subject to legal proceedings.

The Site is the exclusive property of Groover. It is protected by copyright, trademark, trade secret and other laws. Groover owns and retains all rights to the content and Services. Groover hereby grants the User a limited, revocable and non-sublicensable license to reproduce and display the Site Content (excluding any software code) solely for the User's personal use in viewing and using the Site.

Groover grants the Musical Influencer a limited, revocable and non-sublicensable license to reproduce the Groover widget code, solely for the purpose of displaying said widget on the Musical Influencer's site. The Musical Influencer is solely responsible for the installation and implementation of this widget on his or her site, and Groover shall in no way be held liable for any difficulties or temporary impossibility of access to the Musical Influencer's site resulting from the installation or implementation of the widget.

The User grants Groover a free, non-exclusive and sub-licensable license to use, modify, publicly display, reproduce and distribute on [www.groover.co](http://www.groover.co) and on partner sites the Content that he/she publishes on [www.groover.co](http://www.groover.co), in particular his/her Profile information, Songs and Feedbacks. This license terminates when the User deletes his or her Content from [www.groover.co](http://www.groover.co). Where applicable, Groover undertakes to ensure that partner sites also remove such content as soon as possible.

In particular, the Customer grants Groover a royalty-free license to the following rights :

- the right to reproduce, fix, download, permit to be downloaded, compress for the purposes of exploitation and performance of the Services the Songs and associated Content (such as covers, images, videos of the Songs), whether free of charge or for a fee, in whole or in part, in any format, on any medium, in particular electronic, digital, computer or videographic, and by any tangible or intangible process, whether such media and processes are existing or future, foreseeable or unforeseeable;

- the right to represent and publicly communicate the Pieces and associated Content, in whole or in part, free of charge or for a fee, in any physical or immaterial location, through any media, any network and any means of dissemination, of any kind whatsoever, existing or future, foreseeable or unforeseeable, such as, but not limited to, communication networks including the Internet and mobile telephony, public projection, broadcasting, radio or billposting;

Concerning Feedbacks made by Musical Influencers and received by Customers, the Musical Influencer grants, free of charge, a right of use of the Feedback(s) made:

- to the Customer, who may reuse them, by any means and on any medium, for commercial purposes and to promote his musical career and his Songs.
- to Groover, which may use them, by any means and on any medium, to promote the Site, the Customer and Groover, and to recommend Customers to third parties.

He waives his right to claim any remuneration, royalties, indemnity or financial compensation from Groover in this respect.

## **17. Personal data**

Groover implements a personal data protection policy, the characteristics of which are explained in the document entitled "Privacy Policy", which the User is expressly invited to read on the Site.

## **18. Advertising**

Groover reserves the right to insert on any page of the Site and in any communication to Users any advertising or promotional messages in a form and under conditions to be determined by Groover alone.

## **19. Links and third-party sites - Use of third-party services**

In conjunction with the Services, Groover may provide links to sites owned by third parties and is not responsible for any omissions, actions or errors made by such third party services. Groover provides these links to facilitate the use of the Site by Users. Groover does not operate or control in any way the information, software, products or services available on third-party sites. Groover's inclusion of a link to a web site does not imply any endorsement of the site's services, its content, or the organization that owns and/or funds it.



Groover cannot be held responsible for the technical availability of websites or mobile applications operated by third parties (including any of its partners) to which the User may have access via the Site. Groover accepts no responsibility for the content, advertising, products and/or services available on such third-party sites and mobile applications, which are governed by their own terms of use. Nor is Groover liable for any transactions between the User and any advertiser, professional or merchant (including any of its partners) to whom the User may be directed via the Site, and Groover shall not be a party to any disputes with such third parties concerning, in particular, the delivery of products and/or services, warranties, representations or any other obligations whatsoever to which such third parties are bound.

## **20. Duration of Services - Unsubscribing**

Registration on the Site is for an indefinite period. The User may unsubscribe from the Site at any time, by sending a request to this effect to Groover by e-mail, using the contact details mentioned in article 2, or directly from his Personal Area. Unsubscription is effective immediately. It automatically deletes the User's Account.

If the Musical Influencer is inactive on the Site for a period of 7 (seven) days, his/her Account will be temporarily suspended and he/she will no longer be able to receive Songs. He/she may reactivate his/her Account at any time, by logging back onto the Site to receive new Tunes.

If the Musical Influencer is inactive on the Site for a period of 365 (three hundred and sixty-five) consecutive days, Groover reserves the right to delete his/her Account.

If the Musical Influencer requests unsubscription, he/she may also request the conversion of his/her Grooviz, provided that he/she meets the obligations detailed in article 11.2 of the present document and that the Musical Influencer has not been inactive for more than 365 days.

## **21. Modifications**

Groover reserves the right to modify these terms and conditions at any time. The User will be informed of these modifications by any useful means, at least 15 (fifteen) days before they come into force.

Any User who does not accept the modified general terms and conditions must unsubscribe from the Services in accordance with the procedures set out in article 20. Any User who uses the Services after the modified general terms and conditions have come into force is deemed to have accepted these modifications.

## 22. Mediation

The User has the right to have recourse, free of charge, to a consumer mediator for the amicable resolution of any dispute with Groover concerning the performance of the present contract, under the conditions set out in articles L611-1 et seq. and R612-1 et seq. of the French Consumer Code.

To this end, he may contact the following consumer mediator:

**Consumer mediation center of justice conciliators (CM2C)**

Postal address: [14 rue Saint Jean 75017 Paris](#)

Phone : [01 89 47 00 14](#)

<https://www.cm2c.net>

In the event of a complaint by a European consumer who has not found an amicable solution with Groover's customer service department, the consumer may use the European consumer law dispute resolution platform accessible at the following url address:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

## 23. Language

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation will be French in the event of contradiction or dispute as to the meaning of a term or provision.

## 24. Applicable law and jurisdiction

These terms and conditions are governed by French law. In the event of any dispute concerning the validity, interpretation and/or execution of these terms and conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction, except in the event of mandatory procedural rules to the contrary.

## 25. Entry into force

These terms and conditions came into force on 18/04/2025.