

## Licensing Terms and Conditions

for making music available in videos on websites and social media profiles

Valid from January 1st 2023

### 1. Definitions

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<b>SUISA Direct Repertoire</b>	All non-theatrical works of music, or parts of such works, in respect of which SUISA is or will be entitled to manage the right to store on a server and to make available worldwide pursuant to agreements concluded with its principals and members.
<b>SUISA Local Repertoire</b>	SUISA's Direct Repertoire on the one hand and, on the other hand, all non-theatrical works of music, or parts of such works, in respect of which SUISA is or will be entitled to manage the right to store on a server and to make available in Switzerland and Liechtenstein pursuant to agreements concluded with its sister societies.
<b>Customer</b>	A company domiciled in Switzerland or Liechtenstein or a natural person who is resident in Switzerland or Liechtenstein
<b>Websites</b>	All websites operated by Customer, including any subpages.
<b>Social Media Profile</b>	A subpage of a third-party provider's website managed by Customer but hosted by the third party (e.g. YouTube or Facebook).
<b>Video</b>	An audiovisual production made by Customer, or commissioned by the latter from a third-party, relating to Customer or its goods and services, or the goods and services distributed by Customer, and containing music protected by copyright.
<b>Production budget</b>	The entire film production budget at the end of shooting. In the event of several film productions, the reference is the average budget of the individual film productions.

## 2. Scope of Licence

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- 2.1 The Licence regulates the use of musical works in Videos which the Customer makes available free-of-charge on its Websites and Social Media Profiles, subject to the Licensing Terms and Conditions for the use of music in videos on the websites and social media profiles of small businesses, which take precedence over these Licensing Terms and Conditions within their scope of application.
- 2.2 The Licence covers the following uses on Websites and Social Media Profiles:
- the making available of Videos containing works from SUISA's Direct and Local Repertoires;
  - the storing of Videos containing works from SUISA's Direct and Local Repertoires, provided such uses were not already licensed when the Video was produced.
- 2.3 The Licence does not cover:
- the production of Videos containing music from SUISA's Direct and Local Repertoires (production right, see Tariff VN);
  - the use of works from SUISA's Direct and Local Repertoires in combination with pictures and text in videos (synchronisation right);
  - Online advertising campaigns (<https://www.suisa.ch/en/Kunden/Audio-und-Videoproduktion/Online-Werbekampagnen.html>).
  - the use of Videos outside Websites and Social Media Profiles within the meaning of these Licensing Terms and Conditions. This applies in particular to offers against payment and to advertising videos which are placed on or precede third-party pages or posts;
  - Websites and social media profiles containing audiovisual productions which cannot be deemed Videos within the meaning of these Licensing Terms and Conditions.

## 3. Territory

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Subject to point 6.3, the Licence applies to Customer worldwide for its Websites and Social Media Profiles, within the meaning of these Licensing Terms and Conditions.

#### 4. Licence fee and payment terms

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4.1 The fee depends on the number of Videos per website:

Number of videos	Fee per month: Production budget under CHF 30,000	Fee per year: Production budget under CHF 30,000	Fee per month: Production budget from CHF 30,000	Fee per year: Production budget from CHF 30,000
1 – 10	CHF 10.00	CHF 120.00	CHF 50.00	CHF 600.00
11-50 videos	CHF 30.00	CHF 360.00	CHF 150.00	CHF 1,800.00
51-100 videos	CHF 60.00	CHF 720.00	CHF 300.00	CHF 3,600.00
101-300 videos	CHF 100.00	CHF 1,200.00	CHF 500.00	CHF 6,000.00
301-500 videos	CHF 140.00	CHF 1,680.00	CHF 700.00	CHF 8,400.00
501-700 videos	CHF 200.00	CHF 2,400.00	CHF 1,000.00	CHF 12,000.00
701-1000 videos	CHF 300.00	CHF 3,600.00	CHF 1,500.00	CHF 18,000.00
1001-2000 videos	CHF 500.00	CHF 6,000.00	CHF 2,500.00	CHF 30,000.00
from 2,001 videos	CHF 800.00	CHF 9,600.00	CHF 4,000.00	CHF 48,000.00

The minimum invoice amount is CHF 50.00.

The audiovisual production can also be made available on all social media against payment of a blanket fee of CHF 150.00. Please note that we have no influence on the General Terms & Conditions of the social me-dia.

All fees are exclusive of VAT.

4.2 SUISA invoices are due and payable by Customer, without any deduction, 30 days after receipt. Once this time limit lapses, Customer is automatically in default without further reminder.

#### 5. Information and reporting

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To register to use music on Websites and Social Media Profiles, Customer must use the ad hoc form made available by SUISA. Information about the domain names of the Websites and Social Media Profiles operated by Customer is in any event mandatory for all the Videos concerned. The Customer must report the total number of Videos per web presence on the reference date of its choice (date of counting).

Customer must notify SUISA of any changes in its domain names in the year just lapsed by 31 January.

Customer need only report changes in the number of Videos to SUISA if such changes involve a move into another fee bracket under point 4.1. Changes must be reported to SUISA by 31 January of the current year.

## **6. Exclusions and waivers**

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6.1 Certain rightholders (principals, members, sister societies) may have excluded or may exclude their rights or repertoire from licensing by SUISA. Until SUISA notifies Customer of such an exclusion, however, the Licence remains valid.

SUISA shall hold Customer harmless against any claims from rightholders for the period prior to such exclusion but is not liable for any damages incurred by Customer thereafter.

After such exclusion, Customer may choose another work or waive the corresponding use.

6.2 The waiver does not apply to any claims brought by a rightholder against Customer for infringement of moral rights arising from the use of the music. Customer must ensure that the moral rights of authors and performing artists are respected and obtain the requisite permissions directly from the rightholders.

6.3 With regard to the granting of worldwide rights to SUISA's Local Repertoire, SUISA can only give warranties for the territories of Switzerland and Liechtenstein. The Licence is only valid for the rest of the world if and insofar as no other Society approaches Customer. Notwithstanding, SUISA undertakes to coordinate licensing with the Society.

## **7. Validity and Termination**

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The Licence Agreement based on these Licensing Terms and Conditions comes into force from the date of execution by both Parties and is valid indefinitely subject to the following termination clause.

The Licence Agreement can be terminated in writing for the end of any month if:

- Customer ceases using Videos on its Websites and Social Media Profiles;
- either Party breaches these Licensing Terms and Conditions and fails to remedy such breach promptly after receiving a notice of breach specifying a time limit from the injured party.

Any and all rights of use of Customer cease upon termination of the Licence Agreement.

## **8. Severability Clause**

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If any provision of the Licence Agreement is or becomes invalid, or in case of an omission, the other provisions remain valid and unaffected. The invalid provision shall be deemed to have been replaced by a valid provision which comes as close as possible to the economic intent of the parties. The same applies in the event of an omission.

## **9. Other provisions**

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These Licensing Terms and Conditions are governed by Swiss Law. Place of jurisdiction is Zurich.