

SOUNDTAXI Terms of Use

Version: May 28, 2026

1. General Information, Contracting Party

- 1.1. SOUNDTAXI GmbH, Nikolausstrasse 6a, D-70190 Stuttgart ("SOUNDTAXI") provides licenses for the use of music recordings through its online shop and on its website, www.soundtaxi.com ("SOUNDTAXI website").

SOUNDTAXI's services are intended exclusively for business, professional, institutional, and commercial users, including entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law, associations, and similar organizations. Consumers within the meaning of Section 13 German Civil Code (BGB) are excluded from entering into contracts with SOUNDTAXI.

If the underlying musical works for the music recordings are not registered with a performing rights organization and/or mechanical rights organization, SOUNDTAXI labels such music recordings accordingly as "**Non-PRO**". If the underlying musical works for the music recordings are registered with a performing rights organization and/or mechanical rights organization, SOUNDTAXI labels such music recordings accordingly by identifying the respective organization (e.g. **GEMA, SUISA, BMI, ASCAP, PRS**).

- 1.2. Licenses for the use of the music recordings are acquired by the Customer in accordance with the License Terms set out below in Section 12. After purchasing a license, the Customer may also download a copy of the respective music recording. The following Terms of Use ("Terms of Use"), in the version applicable as of the date the contract is formed, govern all products and services supplied to the Customer by SOUNDTAXI.
- 1.3. By confirming his or her registration on the SOUNDTAXI website and with every order placed using this website, the Customer acknowledges the applicability of these Terms of Use. Any terms and conditions stipulated by the Customer that conflict with or differ from these Terms of Use are excluded.

2. Requirements for Use

- 2.1. To use the SOUNDTAXI website, the Customer needs the appropriate online technology and access to the Internet. To play and copy any music recordings downloaded from SOUNDTAXI, the Customer also needs a program that opens (compressed) .zip files, for instance WinZip, and a corresponding audio program (for instance Windows Media Player, Winamp Player, or Real Player).
- 2.2. Additionally, the Customer must register on the SOUNDTAXI website in advance. SOUNDTAXI reserves the right to decline the registration of individuals without providing a reason.
- 2.3. Customer registration is free. When registering, the Customer must provide user information (last name, first name, address, e-mail address, and password). The information a Customer provides about him/herself must be truthful and complete.

If a Customer's user information changes, the Customer must correct the Customer profile on the SOUNDTAXI website without delay. If this is not possible, the Customer is to notify SOUNDTAXI in writing or by e-mail, sending the notification to one of the addresses shown on the SOUNDTAXI website.

- 2.4. Passwords serve to identify the Customer digitally and must not be accessible by third parties. The Customer is liable for all actions taken in connection with the use of the password. SOUNDTAXI assumes no liability for passwords used without authorization and any resulting consequences or loss. If there is reason to suspect that unauthorized parties have discovered the Customer's password, the Customer must change the password immediately.

- 2.5. SOUND TAXI's services are intended exclusively for professional and commercial use. Users are responsible for ensuring that their use of the services complies with all applicable laws and regulations.
- 2.6. Once the registration form has been sent off, the Customer receives an e-mail from SOUND TAXI with a confirmation link to click on in order to verify the e-mail address. The registration process is finished once this has been successfully verified.
- 2.7. After confirming his or her registration, the Customer receives a SOUND TAXI account with no time limit. After this, the Customer may use SOUND TAXI services, and in particular, acquire licenses for music recordings as set out in Section 12. The Customer can cancel the SOUND TAXI account at any time, effective for the future, by sending a cancellation request by e-mail to info@soundtaxi.com. When the account is canceled, the license arrangements entered into previously with SOUND TAXI remain in force under the terms agreed to.

3. Offer, Contract Formation, Provision of Services

- 3.1. SOUND TAXI makes it possible for Customers to listen to samples of music recordings before purchasing a license. To place an order, the Customer chooses a license for the music recording from the selection offered by SOUND TAXI and adds this to the shopping cart. After clicking on the "Checkout" button, the Customer is taken to a screen to enter the Customer information. After entering the relevant information and selecting the desired method of payment, the Customer is shown an overview of the order and can correct the information entered. The Customer completes the order process by clicking on the button "Confirm Purchase".
- 3.2. By ordering a license, the Customer is making an offer to SOUND TAXI. This offer is then accepted by SOUND TAXI in the form of an e-mail confirmation. This confirmation from SOUND TAXI means that a contract has been formed regarding the use of the relevant music recording(s).

Upon completion of the ordering process, SOUND TAXI will provide the Customer with the invoice, the license document, and the licensed music recordings for immediate download. Additionally, these files will be stored in the Customer's account for a period of one year, so that they can be downloaded again if needed.

- 3.3. The licensed music recordings are provided to the Customer as digital downloads in WAV format, which are compressed into ZIP files. There is no entitlement to the provision of the download titles in any other format.
- 3.4. If the Customer cancels the SOUND TAXI account, the Customer will no longer be able to re-download music recordings. SOUND TAXI therefore recommends that its Customers make copies of the music recordings associated with the individual licenses.
- 3.5. If the Customer is unable to download the music recording associated with the license purchased for technical reasons, this should be communicated to SOUND TAXI immediately by e-mail. SOUND TAXI will then try to provide the music recording to the Customer within a reasonable timeframe via another method.

4. Breach of Duties or Infringement of Third-Party Rights by Customer

- 4.1. If there are significant breaches of the duties owed by the Customer under these Terms of Use or the License Terms set out in Section 12, SOUND TAXI has the right to lock the Customer out of the account. SOUND TAXI will inform the Customer of the reason that the account is locked. If there are legitimate reasons to suspect a significant breach of the Customer's duties, SOUND TAXI has the right to lock the Customer out of the account or block individual services until such time as the suspicion has been disproven.
- 4.2. If third-party rights are infringed, the Customer is directly liable to such third parties themselves. The Customer shall release and hold harmless SOUND TAXI from any and all third-party claims and rights that result from a breach of a

duty or infringement of rights by the Customer.

5. Notification from Customer of YouTube Content; YouTube Content ID System

- 5.1. SOUNDTAXI uses the YouTube Content ID system to pursue rights infringements on the YouTube Internet portal involving music recordings from SOUNDTAXI's repository. For this reason, if the Customer uses a music recording on YouTube according to the license purchased, the Customer needs to notify SOUNDTAXI and provide the link to the particular YouTube video or YouTube channel.
- 5.2. Such use can only be reported to the YouTube Content ID system as authorized ("whitelisted") if the Customer notifies SOUNDTAXI of the corresponding link. If the Customer fails to notify SOUNDTAXI or fails to provide sufficient advance notice before use, the video in question may be claimed. SOUNDTAXI will have the claim removed only after receiving notification of the link.
- 5.3. The Customer has the option of notifying SOUNDTAXI of links as early as during the purchase process, or can do so at a later date by sending an e-mail to SOUNDTAXI at any time. If the Customer notifies SOUNDTAXI at a later date, the order number for the music recording should always be provided in addition to the link.
- 5.4. The Customer is independently responsible for notifying SOUNDTAXI of links. Any and all liability on the part of SOUNDTAXI for use restrictions arising from Customer's failure to notify is excluded.

6. Special Terms for the purchase of licenses for third parties

- 6.1. As a general rule, SOUNDTAXI will allow the Customer to register (e.g. as an agency or producer) on the SOUNDTAXI website to use the services offered to acquire licenses for various clients through a single account. With respect to such purchases of licenses for third parties, the following special terms and conditions apply.
- 6.2. The licenses provided by SOUNDTAXI as set out in the License Terms in Section 12 may not be sublicensed or transferred to third parties. Consequently, such licenses must always be acquired by the Customer expressly acting in a representational capacity for their respective clients; once the contract has been formed, those clients become direct Customers of SOUNDTAXI and the sole licensees of the relevant music recordings. The Customer hereby affirms that it has the required authority to place the respective order and to consent to these Terms of Use on behalf of its client. Within the ordering process, the Customer may enter the client's name and address as the „licensee“.
- 6.3. Where Customers acquire licenses as representatives for their clients pursuant to Section 6.2 above, SOUNDTAXI grants to such Customers the non-exclusive right to also use the music recordings themselves in the context of typical industry promotional activities referencing the specific "projects" of its clients for whom the respective music recordings were licensed. In any such instance, where creator credits are used, Customer shall credit Soundtaxi.com as being the source and provider of music.

7. Warranty, Liability

- 7.1. SOUNDTAXI provides no guarantee that the music recordings offered in association with the licenses will be usable for the specific purpose intended by the Customer.
- 7.2. The Customer must examine the downloaded music files immediately after receipt, insofar as doing so is feasible in the ordinary course of business, and report any defects discovered to SOUNDTAXI without delay.
- 7.3. Warranty claims made by the Customer are initially limited to correction or replacement by SOUNDTAXI. If efforts to correct or replace fail, the Customer has the right, at the Customer's choice, to a reduction in the fee or to demand that the contract be rescinded.

7.4. Furthermore, SOUND TAXI may be held liable only in accordance with the following provisions:

(1) For loss caused through willful misconduct or gross negligence on the part of SOUND TAXI or its legal representatives, senior staff members, or parties acting solely to assist SOUND TAXI with performance, SOUND TAXI may be held liable without limitation.

(2) In the event of a slightly negligent breach of non-material contractual obligations, SOUND TAXI shall not be liable. With regard to the breach of material contractual obligations (obligations on whose compliance the contractual partner could rely and whose fulfillment makes the proper execution of the contract possible in the first place), SOUND TAXI's liability for damages caused by slight negligence shall be limited to such damages as must typically be expected to arise within the framework of the respective contractual relationship (typically foreseeable damages). This shall also apply to slightly negligent breaches of duty by legal representatives, senior executives, or ordinary vicarious agents of SOUND TAXI.

(3) The above limitation of liability does not apply in the event of fraud, loss of life and limb, health, or well-being, the breach of guarantees, or to claims arising under product liability law.

8. Offsetting and Withholding Payment

The Customer has the right to offset only where the Customer's counterclaims have been upheld by a court or are uncontested. The Customer may exercise a right to withhold payment only where the Customer's counterclaim is based on the same contractual relationship.

9. Contract Term

Except as otherwise provided and insofar as there is no limit to the license duration stated for the licenses described in Section 12.2.2, the Customer receives a license without a time limit as set out in the License Terms presented in Section 12 below.

10. Data Privacy

For the collected and processed customer data, SOUND TAXI's Privacy Policy applies.

11. Payment Terms and Default

- 11.1. The applicable license fees are those indicated during the order process and stated on the SOUND TAXI website at the time of the order.
- 11.2. The stated license fees include applicable value-added tax (VAT), where legally required. No VAT is charged to Customers outside of the European Union or to Customers from EU member states (with the exception of Germany) who provide a valid VAT ID number. For those Customers, after registering and successfully logging on to the SOUND TAXI website, the license fees will be displayed without VAT.
- 11.3. The Customer must also pay fees that come about due to the actions of other users of the account. This also applies in the event of unauthorized use insofar as the Customer fails to prove that no breach of contract can be attributed to the Customer.
- 11.4. As a general rule, licenses are provided upon payment in advance. SOUND TAXI accepts the payment systems stated on the order page, most notably credit cards and PayPal. As a rule, payment is collected by the particular service provider authorized to do so for the payment process. If in any given situation the authorized service provider

incorporates its own terms and conditions, they will apply in addition to the SOUND TAXI Terms of Use. In addition to advance payment, SOUND TAXI also has the right to accept payment after the invoice has been issued.

- 11.5. If license fees are not required to be paid in advance and an invoice is issued instead, the fees are due and payable within 10 business days of receipt of the invoice from SOUND TAXI. If the Customer defaults on payment, SOUND TAXI has the right to charge interest for late payment at the rate stipulated by law. SOUND TAXI reserves the right to assert a claim for more extensive damages due to the delay.

12. Licenses

12.1. Rights

- 12.1.1. All of the music recordings offered by SOUND TAXI are protected by copyright in Germany and abroad by the German Copyright Act (*Urheberrechtsgesetz, UrhG*), international contracts, and other governing laws. SOUND TAXI Customers receive a license to use the music recordings in accordance with the License Terms provided in the following.
- 12.1.2. The Customers of SOUND TAXI acknowledge that all rights to the music recordings provided by SOUND TAXI, including any copyrights, licenses, or other rights or comparable legal statuses vis-à-vis the Customer, accrue exclusively to SOUND TAXI and that they may not be used without SOUND TAXI's prior written consent. In particular, Customers may not produce and use any arrangement or adaptation of the music recordings. Any use of the musical work more extensive than that permitted to the Customer via the license is prohibited.
- 12.1.3 In the context of these License Terms, SOUND TAXI offers its Customers the following types of music recordings:
- a). Music recordings that are free from claims or rights by performing rights organizations and/or mechanical rights organizations. SOUND TAXI indicates accordingly that such music recordings are not safeguarded by performing rights organizations ("**Non-PRO**").
- b). Music recordings registered with a performing rights organization and/or mechanical rights organization such as ASCAP, PRS or BMI. SOUND TAXI explicitly indicates this status accordingly ("**PRO-registered**") and identifies the name of the corresponding organization (e.g., **GEMA, SUISA, BMI, ASCAP, PRS**). In this regard, it will be explicitly indicated to Customers that they need to obtain rights for particular forms of use – even if such rights might be viewed as encompassed by the license issued here – from the respective organization (e.g., obtain public performance rights from BMI). It is possible that separate fees may be applicable for these rights, payable to the respective organization. Customers are independently responsible for obtaining rights from these organizations. SOUND TAXI provides no guarantee that licensed music recordings identified as "PRO-registered" may be used without the separate approval of the performing rights associations. In this regard, Customers must make the required inquiries themselves and, if applicable, obtain the required rights.
- 12.1.4. Under Sec. 13 and Sec. 74 (1) sentence 1 of the German Copyright Act, composers and artists have the right to be identified by name. If music recordings are used in television or film productions, you must indicate the artist in the closing credits: Soundtaxi ©Composer, Track. You must similarly identify the artist for every other use of music recordings except where providing such reference is unreasonable for technical reasons, where governing law permits a different approach, or where providing such reference is atypical in the industry.

12.2. Acquisition and scope of rights of use

- 12.2.1. Upon full payment of the license fees, Customers of SOUND TAXI acquire a simple, non-exclusive right to use the music within the scope of the "project" specified by the Customer during the ordering process. Unless otherwise agreed, and in cases where the licenses outlined in section 12.2.2 and 12.2.3. below do not specify a time and/or location-restricted right of use, the right of use is granted to the Customer for the specified project without any time or location restrictions.

12.2.2. The music recordings may be used by the Customer for a project/production in the context of the “license groups” described below, which the Customer selects when ordering.

SOUNDTAXI offers usage rights in connection with the following license groups:

a) **BASIC**

- **Live Stream / Live Presentation**
- **Student & University Production** (online & film festivals)
- **Podcast Episode** (use in one podcast episode)
- **Charity & Non-Profit Production**
- **Wedding Videography**

b) **STANDARD**

- **Online / Exhibitions & Events** (e.g. social media, website, mobile app)
incl. edits and 2 language versions
- **Digital Paid Ads up to 1,000 € ad spend**
- **Editorial TV / Corporate TV**
- **Music on Hold** (1 location)
- **Podcast Series** (background music / intro and outro in a podcast series)
- **Physical Copies up to 1,000 pcs.** (e.g. DVD, Blu-ray, Video Game)

c) **PLUS**

- **Online / Exhibitions & Events** (e.g. social media, website, mobile app)
incl. edits and 2 language versions
- **Digital Paid Ads up to €10,000 ad spend**
- **Regional Radio Ad**
- **Regional Cinema Ad**
- **Physical Copies up to 10,000 pcs.** (e.g. DVD, Blu-ray, Video Game)

d) **PREMIUM**

- **Online / Exhibitions & Events** (e.g. social media, website, mobile app)
incl. edits and 2 language versions
- **Digital Paid Ads up to €25,000 ad spend**
- **National Radio Ad**
- **National Cinema Ad**
- **Regional TV Ad** (1 year)
- **Point-of-Sale**
- **Physical Copies up to 50,000 pcs.** (e.g. DVD, Blu-ray, Video Game)

12.2.3. SOUND TAXI, in addition to offering licenses for individual music tracks (as per Section 12.2.2), also provides subscriptions for the use of its music recordings:

a) PRODUCER

- **Social Media** (e.g. Facebook, Instagram, TikTok, YouTube)
- **Monetization on up to 5 channels per social media platform**
- **Digital Paid Ad up to €1,000 ad spend**
- **Podcast**

b) BUSINESS

- **Online / Exhibitions & Events** (e.g. websites, social media, mobile apps)
- **Monetization on up to 10 channels per social media platform**
- **Digital Paid Ad up to €10,000 ad spend**
- **Podcast**
- **Music on Hold**
- **Point-of-Sale**

The subscription period is twelve months and will automatically renew for an additional twelve months unless canceled at least three weeks prior to the end of the current period. The usage rights for projects created during the subscription period using the music recordings are unlimited in time. These rights remain fully effective even after the termination of the subscription.

12.2.4. Forms of use that exceed the scope of the license group(s) as defined in section 12.2.2. and 12.2.3. require written consent from SOUND TAXI.

12.2.5. In other respects, the usage rights granted also include the right to technically convert, to save, and to compress and/or decompress the music recordings into the format required in accordance with the respective technical demands of a project. Furthermore, editing, trimming, looping, and fading of the music recordings are also permitted, provided the artists' and composers' moral rights are observed.

No other processing or adaptation of the music recordings is permitted, in particular remixes, samples and new recordings. In all other respects, the respective rights holders retain the copyrights and related rights to the music recordings, even in the event of authorized changes and modifications. For this reason, Customers are also not permitted to market or sell modified music recordings in their own name.

12.2.6. Additionally, the music recordings may not be used, distributed, made available, or resold in connection with music archives or databases. The use of music recordings for website templates is likewise prohibited.

Reproduction of music recordings or parts thereof for purposes of individual resale or relicensing is prohibited both in their existing as well as in any amended form (adaptation, arrangement, new recordings, etc.).

Additionally, offering the music recordings for download by or otherwise making them available to third parties in connection with file-sharing platforms or electronic networks is prohibited.

Furthermore, uses that violate the laws of the Federal Republic of Germany, the European Union, or which are contrary to public policy or accepted moral principles are prohibited. This applies in particular to uses of any type that are racist, glorify violence, are pornographic, or incompatible with the constitution.

12.2.7. In the event that the above License Terms are breached, SOUND TAXI reserves the right to take action under civil and criminal law, and furthermore to close the account immediately.

13. Miscellaneous

- 13.1 These Terms of Use are governed by the laws of the Federal Republic of Germany and the rules found in international private law governing the conflict of laws.
- 13.2 As permitted by law, the place of performance is Stuttgart, Germany.
- 13.3 For all disputes arising out of or in connection with these Terms of Use or the SOUND TAXI License Terms, the exclusive place of jurisdiction shall be Stuttgart, Germany, provided that the Customer acts as an entrepreneur within the meaning of Section 14 German Civil Code (BGB), a legal entity under public law, a publicly funded special entity, or another professional or institutional user. The same applies if the Customer has no general place of jurisdiction in Germany or relocates its registered office or habitual residence outside Germany after conclusion of the contract, or if such registered office or habitual residence is unknown at the time legal proceedings are initiated.

SOUND TAXI GmbH, Nikolausstrasse 6a, D-70190 Stuttgart, Germany

T +49 (0)711- 217 202 290 / E-Mail: info@soundtaxi.com / www.soundtaxi.com

Stuttgart District Court HRB 732578, Managing Director: Tim Rheinwald

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