QOBUZ API Terms of Use

Effective as from 1st September 2011

The document entitled Terms of Use is a legally binding agreement between Qobuz SARL (**Qobuz**) and the developer, herein you, that sets forth the terms and conditions governing the use of the application programming interface made available to you (**the API**).

You are required to read and agree to the terms and conditions of the Agreement in order to use the API. If you do not agree to the terms and conditions of the Agreement, you may NOT use the API.

By agreeing to the terms and conditions of the Agreement, you agree that you have legal authority to bind the entity that you are representing.

Qobuz may amend this agreement at any time without notice to you. You shall be notified by email of any change. Continuing using the API will be considered as an agreement to the amended version.

DEFINITIONS

"Application" shall mean a website or program developed by and using the API

"Metadata" shall mean any data, image, text, content, information, etc. made available to you by Qobuz through the API.

"Qobuz Service" means the digital music service available to end-users

"User" means a user of Qobuz service, having a user name, a registered email address and a password

"**API**" means the application programming interface made available to the developer

"**Application ID**" and "**Application secret**" means the unique identifiers that Qobuz grants you in order to use the API. You are not allowed to access the API without such application ID and application secret. You must have a valid Application Key issued by Qobuz in order to access the API as these identifiers are required parameters to access and use the API. The application ID and the Application secret shall not in any circumstance be shared, whether voluntarily or no, to a third party.

"**Approved Device**" means desktops, laptops, tablets, netbook PCs, mobile wireless handsets and such other devices that we permit as notified to you from time to time.

"**Content**" means the music, album art, artist biographies, metadatas and any other content that Qobuz makes available to users via the Service.

"**Users**" means individuals registered with the Qobuz service.

AUTHORIZATIONS

Qobuz grants a limited and non-exclusive right to:
 i.   use the API for developing an Application
 ii. the Application developed can only be used on an approved device
 iii. the Application is made available only to users
 iv. use the Qobuz Marks (as set in the BRANDING section)

PROVISIONS

 i.   Qobuz may modify the API at any time without notice. You will be asked to use the updated version of the API. Qobuz may also suspend the use of the API at any moment without notice
 ii. You are asked to give access to your Application when requested by Qobuz, to make sure of your proper use of the API
 iii. Qobuz may limit the number of calls your Application may make via the API and the extent of content that may be accessed, without notice
 iv. Qobuz shall not provide any support for the use of your application using the API

RESTRICTIONS :

You are asked to use the API as it is, without amendment. The use of the API prevents you from:

i. accessing or giving access to the Service or Content in any other way than through the API in accordance with the Terms of Use

ii. amending the API in any way

iii. making the API, Service or Content available to any person who is not a User

iv. charging the access to the API, the Service or the Content or solicit any income, for example through any advertising, sponsorships or subsidies

v. using the API or Service for any illegal or unauthorized purpose

vi. providing an application that does not comply with all applicable laws and regulations, and with any intellectual property or other right of Qobuz or any third party, including without limitation, any right of privacy, publicity, copyright, trade mark, patent or contractual right

vii. using the API in a way that could be considered defamatory, obscene, or discriminatory

viii. using the API to create an application that may be damaging to the service and its partners

ix. including viruses or damaging code in the application

x. indexing in any way the full or part of the Service or collect information about Users

xi. disregard the geoblocking restrictions and IP address implemented on metadatas by Qobuz

Upon distributing the Application, you shall ask Users to agree to accept Qobuz terms and conditions

INDEMNIFICATION

You undertake to indemnify and to hold QOBUZ harmless from and against any cost, expense, loss, claim, demand, cause of action and judgement arising out from the use of the API or the Metadata.

BRANDING

You agree that your Application must prominently display the following
"This application uses the Qobuz API but is not certified by Qobuz."

You agree that the Qobuz Marks are the intellectual property of Qobuz and agree not to attempt to use or register any trademark or domain name that include "Qobuz" or any name that is confusingly similar to any of them.

TERMS/TERMINATION

These Terms of Use starts upon the date you start using any part of the API.
Qobuz may amend or terminate your ability to use the API. You may terminate these Terms of Use by ceasing all use of the API, in which case you must remove any and all code from your Application that enables your use of the API.

JURISDICTIONAL ATTRIBUTION

This agreement shall be governed by the French law.
If any dispute or contestation shall occur between the Parties regarding the validity, the interpretation and/or the execution of this agreement, they both expressly agree that the Court of Paris shall be the sole court of competent jurisdiction.