

Licensing Terms and Conditions

For the use of music in videos on the websites and social media profiles of large companies

1. Definitions

SUISA Direct Repertoire

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 world-wide pursuant to agreements concluded with its principals and members.

SUISA Local Repertoire

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.

Large Companies

Companies domiciled in Switzerland or Liechtenstein with annual sales exceeding CHF 9m or with over 49 employees ("Company").

Website

All websites operated by Company, including any subpages.

Social Media Profile

A subpage of a third-party provider's website managed by Company but hosted by the third party (e.g. YouTube or Facebook).

Video

An audiovisual production made by Company or commissioned from a third-party which has a production budget of less than CHF 30,000, relating to Company itself or the goods and services it distributes, and containing music protected by copyright.

2. Scope of Licence

2.1 The Licence regulates the use of musical works in Videos which Company makes available free-of-charge on its Websites and Social Media Profiles.

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**);
- the use of works from SUISA's Direct and Local Repertoires in combination with pictures and text in videos (**synchronisation right**);
- 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 Terms and Conditions.

3. Territory and Repertoires

3.1 SUISA Direct & Local Repertoires

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

4. Licence Fee

4.1 Fee per Video

The fee depends on the number of videos used per year:

Number of Videos	Fee
1-50	CHF 125
51-100	CHF 375
101-200	CHF 750
201-300	CHF 1,250
301-400	CHF 1,750
401-500	CHF 2,250
501-750	CHF 3,125
751-1,000	CHF 4,375
from 1,000 Videos	CHF 5,625

Music videoclips count double.

All fees are exclusive of VAT.

4.2 Payment terms

The annual fee plus 2.5% VAT is due and payable 30 days after invoice date.

4.3 Invoicing

Invoices for a new year are issued in April after the start of that year.

5. Information and reporting

5.1 Initial registration

To register to use music on Websites and Social Media Profiles, Company shall use the form made available by SUISA. Information about the domain names of the Websites and Social Media Profiles operated by Company is in any event mandatory for all the Videos concerned. On this form, Company shall indicate the total number of Videos on the reference date of his choice (counting date).

5.2 Annual reporting

Company shall notify SUISA of any changes in its domain names by 31 January for the previous year.

5.3 Change in the number of Videos

Company need only inform SUISA of changes in the number of Videos when such changes result in a move into another fee bracket under point 4.1. Company shall notify SUISA of such changes by 28 February of the current year. Adjustments can only be made once a year.

6. Exclusions and waivers

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 Company of such an exclusion, however, the Licence shall remain valid.

SUISA shall hold Company harmless against any claims from rightholders for the period prior to revocation but shall not be liable for any damages incurred by Company thereafter.

After such revocation, Company may either choose another work or waive the corresponding use.

6.2 The waiver shall not apply to any claims brought by a rightholder against Company for infringement of moral rights arising from the use of the music. Company shall ensure that the moral rights of authors and performing artists are respected and shall 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 make guarantees for the territories of Switzerland and Liechtenstein. The Licence is only valid for the rest of the world insofar as no other rights management organisation approaches Company. Notwithstanding, SUISA undertakes to coordinate licensing with the rights management organisation.

6.4 Neighbouring rights are not part of this Licence. Should SUISA be able in addition to license neighbouring rights to the music in Videos, SUISA reserves the right to add a surcharge to the fees referred to under point 4.1.

7. Termination

The Licence granted under these Licensing Terms and Conditions can be terminated for the end of any calendar year subject to three months' advance notice.

The Licence can be terminated forthwith if:

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

8. Other provisions

These Licensing Terms and Conditions are governed by Swiss Law.

Place of jurisdiction is Zurich.