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Spotify® Terms and Conditions of Use

Effective as from 30 November 2011.

This document (the "**Agreement**") is a legally binding agreement between you and Spotify USA Inc., a Delaware company ("**Spotify**"), that governs your use of Spotify's software application, including the Mobile Client as defined in Section 5 below (the "**Spotify Software Application**") and online streaming Spotify Service (as defined below), both available at the [Spotify Websites](#) (as defined in the [Spotify Privacy Policy](#)). The Spotify Service can be accessed (i) as an ad-supported free-to-the-user service having no monthly cap on listening hours or a cap on number of plays of a unique track during the first 6 months following creation of your Spotify account but thereafter a cap of 10 listening hours per month and a cap of 5 plays per unique track (the "**Free Service**"), (ii) as an advertisement free version of the Spotify Service for which you pay a monthly or yearly subscription (the "**Unlimited Service**"), (iii) as an advertisement free version of the Spotify Service including an offline mode which makes it possible to listen to music without a connection to the Internet via conditional downloads and other additional features for which you pay a monthly or yearly subscription (the "**Premium Service**"), and (iv) as a version of the Spotify Service that provides access to aspects of the Spotify Service via a supported mobile handset (the "**Mobile Service**"). The Unlimited Service, the Premium Service and the Mobile Service are collectively referred to as the "**Spotify Paid for Service**". The Free Service, the Unlimited Service, the Premium Service, and the Mobile Service are collectively referred to as the "**Spotify Service**". Please note that you must read and agree to the terms and conditions of this Agreement before you use the Spotify Software Application or the Spotify Service. If you do not agree to the terms and conditions of the Agreement, you may NOT use the Spotify Software Application or the Spotify Service. For a detailed description of the features in each of the Spotify Paid for Services, please see the [Spotify Websites](#).

1. Contract formation

By creating a Spotify account, either through Spotify or a third party such as Facebook, Inc ("**Facebook**") or commencing download of the Spotify Software Application at the Facebook website or by using the Spotify Software Application (including but not limited to the downloading of said application) or the Spotify Service, you confirm that you are 18 years of age or more, or that you are 13 years of age or more and that you have received your parent's or guardian's consent to enter into this Agreement, that you have your residence in the United States, that any registration information that you submit to Spotify is true, accurate and complete, that you will update such information in order to keep it current, and that you agree to the terms and conditions of this Agreement and the [Spotify Privacy Policy](#).

2. Changes to the Agreement and notices

Spotify may make changes to this Agreement at its sole discretion. Changes will be communicated to you by us posting the new version of the Agreement on the Spotify Websites or as otherwise determined by Spotify in its sole discretion and your acceptance of and / or continued use of the Spotify Software Application or the Spotify Service after such notification of changes to this Agreement will constitute your acceptance of such changes. You may also be asked to reacknowledge and reaccept this Agreement following any material changes.

3. Grant of license

You are granted a limited, non-exclusive, revocable license to make personal non-commercial use of the Spotify Software Application (including a right to download said application) and the Spotify Service and to receive by stream (and, where you have purchased the Premium Service or the Mobile Service, by conditional download) the media content made available through the Spotify Service in the United States. You do not have a right to transfer or sublicense your rights under this Agreement. Third party components included in the Spotify Software Application are licensed to you either under this Agreement, or under the relevant third party component license terms, as applicable, and published in the help section of the Spotify Software Application.

4. Purchase of the Spotify Paid for Service

If you agree to pay the fee for access to the applicable Spotify Paid for Service, such fee will be charged by the company designated by Spotify in accordance with the payment method you have chosen for your purchase. If you are paying by credit or debit card, by designating a card to be billed, you confirm that you are authorized to make such purchase and that you are the holder of such card (i.e. that the card is issued in your name). All prices stated on the Spotify Websites are inclusive of any applicable sales taxes and fees. Spotify accepts a variety of different payment methods, so please check the Spotify Websites for the best way for you to pay.

5. The Mobile Service

You are required to have the most recent mobile version of the Spotify Software Application (the "**Mobile Client**") on your mobile handset in order to use the Mobile Service. The Mobile Client may be acquired only via the official channels authorized by Spotify. You agree that your access to and right to use the Mobile Service is expressly conditioned on your registering as a mobile subscriber via the authentication process associated with the Mobile Client, which authentication process may include additional terms and conditions applicable to the Mobile Service (the "**Mobile Terms**") and any Mobile Terms shall form part of this Agreement. Only handsets that are supported by Spotify may be used to access the Mobile Service and you agree that Spotify has no obligation to support any particular make or model of handset, whether or not such make or model is currently, or was previously supported by Spotify.

6. Premium code and unlimited code

Spotify also allows you to purchase an access code which will provide access to the Premium Service and the Mobile Service ("**Premium Code**"). In order to purchase a Premium Code please go to the Spotify Websites and follow instructions. Your purchase and use of a Premium

Code will be governed by the Premium Code Terms and Conditions, as well as this Agreement. Or you can choose to purchase an access code which will provide access to the Unlimited Service ("**Unlimited Code**"). In order to purchase an Unlimited Code please go to the Spotify Websites and follow instructions. Your purchase and use of an Unlimited Code will be governed by the Unlimited Code Terms and Conditions, as well as this Agreement.

7. Use of cached content

The "offline mode" of the Premium Service and the Mobile Service permits you to download temporary copies of content and play it locally for so long as you maintain your subscription to the applicable Spotify Paid for Service. As a subscriber to the Premium Service, you are permitted to store such cached content on up to three (3) separate devices.

8. Local files

The Spotify Software Application automatically generates a list of the local music files which you have stored on your computer or other relevant device. This function does not automatically copy or import these music files. This automatic list function can be disabled in the preferences view in the Spotify Software Application. The "local files" function of the Spotify Service permits you to choose to import local files stored on your computer or other relevant device into the Spotify Software Application or to copy local files from your computer onto your mobile handset or other relevant device using the Mobile Client. You may only import or copy files that you have legally acquired, and have the right to import or copy. For instance, you may not use the Spotify Service to import or copy any music you have illegally downloaded from the Internet.

9. Prices

Spotify may change the price for the Spotify Paid for Service from time to time. In respect of the Spotify Paid for Service, such changed price will take effect after the expiry of the then current paid for period (i.e. the term that you have already paid for). Any price change will be communicated to you at least 14 days in advance so that you have an opportunity to elect to not renew. If you do not wish to be bound by such changed price relating to your Spotify Paid for Service you may terminate your subscription of your Spotify Paid for Service in accordance with Section 16 (Term and termination). Your continued use of the Spotify Paid for Service after the communication of such price change to you constitutes an acceptance of such new price.

10. Automatic subscription renewal

Your subscription to the Spotify Paid for Service will automatically renew at the end of each subscription term unless you terminate your subscription prior to the end of such subscription term in accordance with Section 16 (Term and termination), or, in the case of the Mobile Service, your access to the Mobile Service is revoked by Spotify in accordance with the [Mobile Terms](#). Such renewal will always be for a monthly subscription term, even if the previous subscription term was for a longer period. If you would like to renew for a longer term, then please log into your account on the [Spotify Websites](#). At the time of renewal the payment method you have designated to be charged for the purchase of the Spotify Paid for Service will automatically be charged our then current fees for the applicable subscription.

11. Spotify Social

The Spotify Software Application has features that allow you to make your profile publicly available, share links to tracks and playlists with other users of the Spotify Service, integrate your activities on the Spotify Service with functionality offered by third party social networking services, including Facebook and Twitter, including to connect your Spotify account to your Facebook account ("**Spotify Social**"). If you choose to activate Spotify Social, including choosing to connect to a Facebook account, your Spotify profile, including your Facebook user name and Facebook profile photo, will become publicly viewable to other users of the Spotify Service in the Spotify Software Application. If you connect your Spotify account to a Facebook account, in the preferences pane you can choose whether or not to automatically share your listening activities to Facebook, including whether or not to publish your playlists when created, to other Spotify Social users or to Facebook if you have activated sharing to Facebook. You agree that Spotify is not responsible for content once it is shared to Facebook. If you use Spotify Social, you must respect other users of the Spotify Service in your interactions with them. Spotify reserves the right, in its absolute discretion, to disable your account if it believes that you are violating this principle. Unacceptable behavior will result in your account being terminated and you being blocked from accessing the Spotify Service. Examples of unacceptable behavior include, but are not limited to:

- i. giving playlists offensive, abusive, defamatory, pornographic or obscene titles;
- ii. harassing or bullying other users;
- iii. spamming other users through the inbox, or using automated means to artificially promote content; and
- iv. using a photo on your profile that infringes the copyright of a third party, or is offensive, abusive, defamatory, pornographic or obscene.

12. Third Party Applications and Third Party Applications Content

The partner section of the Spotify Software Application links to software applications which are owned and operated by third parties ("**Third Party Applications**"). Such Third Party Applications and all third party content available through such applications ("**Third Party Applications Content**") are provided by the relevant third parties only and not by Spotify. Use of Third Party Applications and Third Party Applications Content are subject to the terms of use of such Third Party Applications. Your use of the Third Party Application and Third Party Application Content is subject to Section 17 (No warranty) and Section 18 (Limitation of liability).

13. Restrictions of use

For the avoidance of doubt, you agree that you may not (without limitation):

- i. copy, reproduce, "rip", record, make available to the public or otherwise use any part of the Spotify Software Application or the Spotify Service or its content (including but not limited to tracks, images and text) in a manner not expressly permitted under this Agreement;
- ii. sell or attempt to sell any invite to access the Spotify Service, or resell any code used to access the Spotify Paid for Service;
- iii. provide your password to any other person or use any other person's user name and password;
- iv. reverse-engineer, decompile, disassemble, modify or create derivative works based on the Spotify Software Application or the Spotify Service or any part thereof;
- v. circumvent any technology used by Spotify, its licensors, or any third party to protect content accessible through the Spotify Software Application and Spotify Service;

- vi. rent or lease any part of the Spotify Software Application or the Spotify Service;
- vii. use the Spotify Software Application or the Spotify Service in a way that violates the terms of this Agreement;
- viii. circumvent any territorial restrictions applied by Spotify;
- ix. artificially increase play count or otherwise manipulate the Spotify Software Application or the Spotify Service by using a script or other automated process;
- x. import any local files which you have not legally acquired into the Spotify Service; and
- xi. copy any local files which you have not legally acquired onto your mobile handset or other device using the Mobile Client.

In addition to the above, you agree to take all reasonable care to prevent unauthorized use of the Spotify Software Application and the Spotify Service and its content. You also acknowledge and agree that Spotify may remove or reclaim your username at any time if Spotify in its absolute discretion considers such action appropriate.

14. Advertising and use of computational resources

As consideration for your rights under this Agreement, you agree that (i) Spotify and its business partners have a right to provide promotional offers, advertising and other information to you by email or other means of communication, and that (ii) Spotify has a right to allow the Spotify Software Application and the Spotify Service to utilize the processor, bandwidth and storage hardware on your computer or other relevant device for the limited purpose of facilitating the communication and transmission of content and other data or features to you and other users of the Spotify Software Application and the Spotify Service, and to facilitate the operation of the network on which the Spotify Software Application and the Spotify Service runs. You may opt out of receiving promotional messages from Spotify and its business partners at any time by changing your account settings or by hitting the "unsubscribe" link in any of your emails. You may adjust the level of usage that the Spotify Service makes of your computer in the settings of the Spotify Software Application.

15. Customer support

If you have any questions concerning the Spotify Software Application, the Spotify Service or this Agreement, please contact Spotify customer service by visiting the [help section](#).

16. Term and termination

This Agreement will become effective in relation to you when you create a Spotify account or when you start using the Spotify Software Application or the Spotify Service and will remain effective until terminated by you or Spotify. You may cancel your subscription of the Spotify Paid for Service at any time by visiting your subscription page which termination shall have effect at the expiry of the then-current subscription period that you have already paid for (e.g. one month, one quarter or a year). Spotify will not refund any remaining portion of subscription fees you have already paid for. Spotify reserves the right to terminate this Agreement or suspend your Spotify account at any time in case of unauthorized, or suspected unauthorized use of the Spotify Software Application or the Spotify Service whether in contravention of this Agreement or otherwise. If Spotify terminates this Agreement, or suspends your Spotify account for any of the reasons set out in this section, Spotify shall have no liability or responsibility to you, and Spotify will not refund any amounts that you have previously paid.

17. NO WARRANTY

THE USE OF THE SPOTIFY SOFTWARE APPLICATION AND THE SPOTIFY SERVICE (INCLUDING BUT NOT LIMITED TO ITS CONTENT) IS AT YOUR OWN RISK. THE SPOTIFY SOFTWARE APPLICATION AND THE SPOTIFY SERVICE IS PROVIDED AND LICENSED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, SPOTIFY DISCLAIMS AND GIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE QUALITY, CONTENT AND AVAILABILITY OR FITNESS FOR A SPECIFIC PURPOSE OF THE SPOTIFY SOFTWARE APPLICATION OR THE SPOTIFY SERVICE OR WARRANTY OF TITLE OR NON-INFRINGEMENT. In addition, Spotify does not warrant, endorse, guarantee or assume responsibility for any Third Party Application, Third Party Application Content or any other product or service advertised or offered by a third party on or through the Spotify Service or any hyperlinked website, or featured in any banner or other advertising. Consequently Spotify will in no way be responsible for any transaction between you and third-party providers of Third Party Applications or products or services advertised on or through the Spotify Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from Spotify shall create any warranty on behalf of Spotify in this regard.

18. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPOTIFY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SPOTIFY SOFTWARE APPLICATION OR THE SPOTIFY SERVICE (INCLUDING BUT NOT LIMITED TO ITS CONTENT), THE THIRD PARTY APPLICATIONS OR THE THIRD PARTY APPLICATION CONTENT EVEN IF YOU HAVE ADVISED SPOTIFY ABOUT THE POSSIBILITY OF SUCH LOSS, AND INCLUDING ANY DAMAGES RESULTING THEREFROM.

Your only right with respect to any problems or dissatisfaction with the Spotify Software Application, the Spotify Service, the Third Party Applications or the Third Party Application Content is to uninstall the Spotify Software Application and to stop using the Spotify Service, the Third Party Applications or the Third Party Application Content. In no event will Spotify's total liability to you in connection with this Agreement exceed the greater of one dollar (U.S. \$1.00) or the total amount paid by you for the relevant Spotify Services.

Nothing in this Agreement removes or limits Spotify's liability for fraudulent misrepresentation, death or personal injury caused by its negligence.

19. Indemnity

You agree to indemnify and hold Spotify and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this Agreement or your violation of any laws, regulations or third party rights.

20. Intellectual property

Spotify respects intellectual property rights, and expects you to do the same. The Spotify Software Application, the Spotify Service and the content provided through the Spotify Service is the property of Spotify or Spotify's licensors and protected by intellectual property rights (including but not limited to copyright), and you do not have a right to use the Spotify Software Application or the Spotify Service (including but not limited to its content) in any manner not covered by the Agreement. Furthermore, you must not infringe any third party's intellectual property rights in using the Spotify Service or the Spotify Software Application, which means that (for example) you may not import or copy any music which you have not legally acquired and have the right to so import or copy into the Spotify Software Application or the Mobile Client. Further, you may not remove or alter any copyright, trademark or other intellectual property notices contained on or provided through the Spotify Software Application or the Spotify Service.

21. Copyright infringement and take down

If you are a copyright holder who believes that any of the products, services or content which are directly available via the Spotify Software Application or the Spotify Websites are infringing copies of your work, please let us know. Pursuant to The Digital Millennium Copyright Act, 17 United States Code 512(c)(3), a notice of alleged copyright infringement should be sent to Spotify's designated copyright agent at the following address:

Spotify USA Inc.
Attn: Legal Department, Copyright Agent
76 9th Avenue, Suite 1110, 11th Floor
New York, NY 10011, USA
legal@spotify.com

A notification of claimed copyright infringement must be addressed to Spotify's copyright agent listed above and include the following:

- i. A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;
- ii. Specific identification of each copyrighted work claimed to have been infringed;
- iii. A description of where the material believed to be infringed is located on Spotify Service or the Spotify Websites (please be as detailed as possible and provide a URL to help us locate the material you are reporting);
- iv. Contact information for the complaining party, such as a complete name, address, telephone number, and email address;
- v. A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

22. Technology limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Software Application and the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Spotify reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the Spotify Software Application and the Spotify Service with or without notice.

23. Privacy

You agree that Spotify has a right to collect and process your personal information in accordance with the [Spotify Privacy Policy](#).

24. Assignment by Spotify

Spotify may assign this Agreement or any part of it without restrictions. You may not assign this Agreement or any part of it to any third party.

25. Entire agreement

This Agreement together with the [Spotify Privacy Policy](#), the [Mobile Terms](#) (if applicable), the [Premium Code Terms and Conditions](#) (if applicable) and the [Unlimited Code Terms and Conditions](#) (if applicable) (the "Agreements") constitutes all the terms and conditions agreed upon between you and Spotify and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of these Agreements in any written or oral communication from you to Spotify are void. You agree and accept that you have not accepted the terms and conditions of this Agreement in reliance of or to any oral or written representations made by Spotify not contained in this Agreement.

26. Severability

Should for any reason or to any extent any provision of this Agreement be held invalid or unenforceable, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of this Agreement and the application of that provision shall be enforced to the extent permitted by law.

27. Mandatory arbitration; exceptions to mandatory arbitration, waiver of class action rights; limitations period; venue and choice of law

i. You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service and Spotify Software Application or your use thereof, including our Agreement, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Spotify are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of this Agreement and the termination of your Spotify subscription. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by this Agreement, and as administered by the AAA.

ii. You and Spotify agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Spotify Service or Spotify Software Application are NOT subject to mandatory arbitration. Instead, you and Spotify agree that the preceding claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by Courts of competent jurisdiction in New York, New York, and that applicable New York and/or Federal law shall govern, without regarding to choice of law principals.

iii. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, the arbitrator shall not consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.

iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the remainder paid by Spotify. Any arbitration costs or fees deemed "excessive" will be paid by Spotify.

v. You and Spotify agree that this Agreement involves interstate commerce and is subject to the Federal Arbitration Act. You and Spotify further agree that applicable laws of the State of New York shall exclusively govern any dispute without regard to choice or conflicts of law rules. The sole and exclusive venue for the resolution of any dispute, whether or not subject to mandatory arbitration as described above, shall lie in New York, New York.

28. English version prevails

In the event that this Agreement is translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation. Copyright © 2008-2011 Spotify USA Inc. and its affiliates. All rights reserved.

Spotify USA Inc., 76 9th Avenue
Suite 1110, 11th Floor
New York, NY 10011
USA

U.S. v. Nosal, No. 10-10038 archived on April 20, 2012

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