

## EMTV Terms and Conditions

### INTRODUCTION:

These Terms and Conditions apply to you (the EMTV subscriber) and to the Stichting Organisatie Oude Muziek (register number: 41180290) hereafter known as OOM.

Early Music Television (EMTV) is an online streaming service based on subscription which, by means of several internet browsers, provides members with internet access to content (i.e. concert recordings, live streams, documentaries, lectures) related to early music. EMTV is a service of the OOM. The use of Early Music Television (including access to the services, website and other software applications) is subject to these terms and conditions. The use of EMTV may be subject to additional terms and conditions, including those referred to in these Terms and Conditions, the applicability of which you accept.

### DEFINITIONS:

- Device: The devices and web browsers on which the EMTV service can be displayed.
- Means of Payment: A current, valid accepted means of payment that may be updated from time to time (for example, credit card or direct debit authorisation).
- Content: the material made available by the EMTV Service, including (but not limited to) text, visual and sound material, programme data, explanatory notes, song lyrics, names and software.
- EMTV: The online streaming service as described in the first paragraph of these Terms and Conditions.
- EMTV subscriber: a natural person, not acting in the course of a profession or business, who concludes or has concluded an agreement with EMTV for the supply of the EMTV service.
- (EMTV) Service: the online streaming service as described in the first paragraph of these Terms and Conditions.
- EMTV Membership: The agreement between an EMTV subscriber and EMTV.
- OOM: Stichting Organisatie Oude Muziek, having its registered office at (3512 CC) Utrecht, at Plompetoengracht 4, Trade Register number: 41180290.
- Platform: the web page on which the EMTV service is accessible.

### CONDITIONS:

#### 1. Membership

- 1.1 EMTV Membership is established by an EMTV subscriber creating an EMTV account, agreeing to these Terms and Conditions and providing a valid means of payment.
- 1.2 You have the right within fourteen (14) days of commencing EMTV membership to revoke your purchase and terminate EMTV membership with immediate effect without giving any reason ('right of revocation'). You can exercise your right of withdrawal by sending an e-mail to [emtv@oudemuziek.nl](mailto:emtv@oudemuziek.nl), in which you invoke this right. You agree that we will provide the service immediately after you have concluded an EMTV membership, that you are obliged to pay for the service provided until you invoke the right of withdrawal, and that EMTV membership is final after the expiry of the aforementioned period (subject to clause 1.3 and 3).
- 1.3 An EMTV membership is continued until cancelled in accordance with clause 3. To use EMTV you must have internet access and an up-to-date Device (desktop computer, laptop, tablet) with which you can access the EMTV website using a web browser (Firefox, Chrome, Safari).
- 1.4 EMTV may - always without obligation - propose special promotional offers, subscriptions or memberships. The terms and conditions of these offers are determined by OOM at its discretion. We reserve the right to withdraw an offer if the conditions for this offer have expired. We may determine if you are eligible for an offer based on information used for an existing EMTV membership, such as a Friend Code, Means of Payment or email address. The terms and conditions and other restrictions and provisos for these offers will be made available on the EMTV platform or in communications surrounding the offer.

#### 2. Payment

- 2.1 You must provide a Means of Payment. By taking out EMTV membership you give OOM permission to debit the membership fee periodically via the Payment Instrument you specify, unless you cancel EMTV membership before the next billing date (see clause 3, 'Cancellation'). You remain responsible for amounts we are unable to collect. If a payment is not processed due to, for example, a credit card's expiry date or the balance being too low, we may

deny access to the service until the charges can be debited from a valid Payment Instrument or - at OOM's discretion - terminate EMTV membership with immediate effect. The EMTV subscriber has complied with the payment obligation at the moment that the subscription fee is unconditionally received by OOM. The EMTV subscriber gives permission to OOM, whether through a third party or not, to carry out all actions needed to make payment to the Payment Instrument chosen by the EMTV subscriber. The provider can charge certain costs for the use of some Payment Instruments. For more information, please contact (the provider of) your Payment Instrument.

- 2.2 You may update your Means of Payment on the Account page or by sending an e-mail to [emtv@oudemuziek.nl](mailto:emtv@oudemuziek.nl), stating the e-mail address with which the EMTV membership was entered into. You authorise us to continue to debit the applicable Payment Instrument for EMTV costs if a Payment Instrument is updated.
- 2.3 EMTV Membership will be debited to your Payment Means on the specific payment date indicated under your account. The frequency of the payment cycle depends on the type of subscription. In some cases the payment date may be changed, for example if we were unable to debit the EMTV membership from your Payment Instrument.
- 2.4 We may change our subscriptions and the price of the service from time to time. However, any price changes or changes to subscriptions will always be clearly communicated and will not apply until 30 days after notification.

### 3. Duration, extension and cancellation

- 3.1 An EMTV membership is always taken out for a limited period of time - a monthly subscription for the duration of one (1) month, a yearly subscription for the duration of one (1) year - and cannot be cancelled prematurely. Thereafter, EMTV membership is automatically extended for an indefinite period.
- 3.2 An EMTV subscription can be cancelled by both you and OOM at any time. After you have cancelled the subscription, you can continue to use the service until the end of the relevant billing period or - after extension - a notice period of one (1) month applies. Your account will not be closed at the end of the billing/cancellation period, but you will no longer be able to view content from that time onwards. If you want to see when your EMTV membership will end, click on 'Account' on 'My subscription'. OOM reserves the right to cancel the subscription with immediate effect, if special circumstances so require.
- 3.3 Payments are non-refundable and we do not offer refunds or credits for partial membership periods or for any unused EMTV account. If you wish to cancel, you can do so on the 'Account' page. [Follow the instructions for cancelling your EMTV membership here.](#)
- 3.4 Sections 4, 5, 6 and 7 of these Terms and Conditions, as well as other articles/conditions which expressly or by their nature must remain in force after cancellation of EMTV membership and/or these Terms and Conditions and/or the service, shall remain in full force after cancellation.

### 4. EMTV Service

- 4.1 The EMTV Service and the content accessible through the service are for personal, non-commercial use only and may not be shared with anyone outside the domestic sphere. With an EMTV membership you agree not to use the service for public purposes.
- 4.2 You may not archive, reproduce, distribute, modify, publish, license, offer for sale, use or create derivative works from any content or information recorded or obtained through the Service (except as expressly permitted in these Terms and Conditions). You also agree not to circumvent, remove, modify, disable, limit or interfere in any way with the content protection of the Service. We will terminate your account if you violate these Terms and Conditions, if there is suspicion of a violation of these Terms and Conditions, or if you use the Service in an illegal or fraudulent manner.
- 4.3 You agree to indemnify OOM against all reasonably foreseeable losses, damages and reasonable expenses suffered or incurred by OOM arising out of or in connection with: i) your breach of these user or other applicable terms, ii) any activity in which you engage on or through the EMTV service and iii) your violation of any law or the rights of any third party.
- 4.4 The content available may vary from one geographical location to another and may change from time to time.
- 4.5 The picture quality of the service may vary from one Device to another and may be affected by a variety of factors such as location, available bandwidth and speed of internet connection. OOM does not guarantee that third party applications and Devices are compatible with (the) EMTV(service).
- 4.6 The EMTV software is developed by and for OOM and may only be used for authorised streaming and access to EMTV content. The software and user interface may vary from Device to Device and the functions may also vary from Device to Device.
- 4.7 OOM has the right to put the service out of commission temporarily, amongst other things for the purposes of maintenance, modification of the software used or improving quality. However, OOM is never liable and/or obliged to pay compensation in relation to such taking out of service. OOM is under no obligation to provide specific content via EMTV, and OOM or relevant owners may remove content such as songs and videos without notice

## 5. Password and Access

- 5.1 The subscriber who has created the EMTV account by whose Means of Payment the membership fee is debited is the account owner and responsible for all activity on the EMTV account. If the account holder wishes to retain control of the account and prevent anyone from accessing it, the user must monitor the Device used to view the service and keep secret the password and Means of Payment to the service. The account holder is responsible for the accuracy of the information provided to us in relation to all aspects of the account, and for updating it as necessary. We may delete or temporarily block the account to protect the Service against identity theft, a breach of the terms in these Terms and Conditions, or other fraudulent practices.

## 6. Intellectual Property

- 6.1 During an EMTV membership you are granted a limited, non-transferable, non-sublicensable and non-exclusive right to access the service and the content. Notwithstanding the foregoing, no right, title or interest is transferred to you. All intellectual property rights arising from content, software, EMTV and the platform remain the full property of OOM or its licensors, even if these (or at least parts thereof) are installed on a Device. All trade names, (trade or service) brands, logos and domain names and other features of EMTV are the exclusive property of OOM or its licensors.
- 6.2 You agree to respect the intellectual property rights of OOM, not to infringe such intellectual property rights or those of third parties and not to use the service in a way that is otherwise not permitted under these terms and conditions of use and in particular clause 4.2.
- 6.3 To the extent that you as a user publish, upload or otherwise contribute content on EMTV and/or the platform, you grant a non-exclusive, transferable, sublicensable, royalty- free, fully paid up, irrevocable and worldwide licence to OOM which will apply until you remove the content. Hereby you also expressly waive any 'personal rights' or similar rights, such as the right to be recognised as the author of the content. When you provide feedback (or other suggestions or ideas) in connection with (your use of) the service or EMTV, you acknowledge that such feedback is not confidential and that OOM has the right to use such feedback, without restriction and without payment to you. You warrant that when contributing content or providing feedback you will comply with these terms of use: clause 4.3 applies in full.

## 7. Miscellaneous

- 7.1 These Terms and Conditions are governed exclusively by Dutch law. These conditions do not limit any mandatory consumer protection laws that may apply in your country.
- 7.2 By creating an EMTV membership and/or using the service, you give us permission to process your personal data. For the processing of personal data, the [privacy statement](#) of the OOM applies.
- 7.3 If you need help with viewing, please consult the frequently asked questions or contact us on [emtv@oudemuziek.nl](mailto:emtv@oudemuziek.nl).
- 7.4 If one or more provisions of these Terms and Conditions are held to be invalid, unlawful or unenforceable, the validity, lawfulness and enforceability of the other provisions shall remain in full force.
- 7.5 You are not permitted to transfer or encumber any rights or obligations (arising) from EMTV membership or these user or other terms and conditions, in whole or in part, without the express written permission of OOM. This stipulation has both a contractual effect and a property law effect. OOM is at all times allowed to transfer rights and obligations to third parties or to encumber them, unless an important interest opposes this; you agree to this in advance.
- 7.6 These terms and conditions may be amended from time to time. We will notify EMTV users at least 30 days before such changes take effect. If you extend your EMTV membership, you thereby agree to the change.
- 7.7 We send information about the service and the account in electronic form only.
- 7.8 OOM gives no guarantees and excludes any liability in connection with the use of the EMTV service, its content or the (temporary) inaccessibility thereof, including but not limited to any malfunctions, maintenance, interruptions or inadequate functionalities and/or failures of the EMTV subscriber's equipment and internet connection. The minimum functionalities and requirements for playing content can be [read on the platform](#).
- 7.9 OOM is under no circumstances liable for indirect damage, including consequential damage, loss of profit, missed savings or damage as a result of market stagnation. Any damage must be reported to OOM within two months of the event causing the damage, failing which any right to compensation will lapse in any case. Insofar as any right to compensation exists, OOM's liability is limited to the amount equal to half of the annual subscription costs.
- 7.10 OOM is not liable if it can declare force majeure. In these user conditions, force majeure means all deficiencies which cannot be attributed to fault or negligence on the part of OOM and which are the result of circumstances on which it cannot exert any influence, including in any case, but not exclusively, (i.) impossibility of performing due

to (government measures or other consequences of) a pandemic or epidemic, such as the Corona virus, (ii.) government measures, (iii.) power failure, (v.) failure of internet, data network or telecommunication facilities and (v.) (cyber)crime, (cyber)vandalism, war or terrorism. In the event of force majeure, OOM will take all reasonable measures to eliminate the force majeure situation as soon as possible, and to limit the consequences thereof as much as possible.

7.11 Any disputes which may arise between the EMTV subscriber and OOM will be referred in the first instance to the competent court in Utrecht, to the exclusion of any other court.