

## GENERAL TERMS AND CONDITIONS FOR USE OF MUSIC

### 1. General provisions

**1.1.** The General Terms and Conditions provide the prerequisites and important terms of the contractual relationship between the EAÜ and the licensee. The General Terms and Conditions apply to applications for licenses for the public performance of musical works submitted via the website.

**1.2.** In the General Terms and Conditions, terms shall have the following meanings, regardless of whether they are written with an upper or lower case, in singular or plural:

**1.2.1. Reports** – financial, repertoire, and other reports submitted by the licensee to the EAÜ in cases provided in the agreement, which contain information necessary for the EAÜ to calculate the amount of the license fee and to send an invoice to the licensee and/or distribute the license fee.

**1.2.2. Billing cycle** – the period of use of the works, i.e. the period of time for which settlement between the parties takes place.

**1.2.3. Public performance** – performance of works, either in part or in full, either directly or indirectly through any technical means or process, in a place that is open to the public or also in a place that is not open to the public, but where an unspecified set of persons outside the family and an immediate circle of acquaintances are present.

**1.2.4. EAÜ** – Eesti Autorite Ühing MTÜ (Estonian Authors' Society) with registration code 80004182.

**1.2.5. EAÜ repertoire** – works whose rights are represented by the EAÜ on the basis of agreements with authors, their successors or publishers, or on the basis of agreements with other organisations representing authors.

**1.2.6. Licence** – the permission granted by the EAÜ as a collective management organisation pursuant to clause 7 of subsection 1 of § 13, subsection 2 of § 13<sup>1</sup>, and subsection 1 of § 46 of the Copyright Act, to the licensee as a person organising the public performance of the works.

**1.2.7. Terms of Use** – license agreement or other document that sets out the terms of use of the works.

**1.2.8. Homepage** – homepage of the EAÜ [www.eau.org](http://www.eau.org)

**1.2.9. Agreement** – the license agreement containing the permission to use the works entered into between the EAÜ and a licensee.

**1.2.10. Licensee** – private or legal person who organises the public performance of musical works and submits an application for a license to use musical works to the EAÜ in accordance with subsection 2 of § 13<sup>1</sup> of the Copyright Act.

**1.2.11. Party** – the EAÜ or the licensee, jointly referred to as parties.

**1.2.12. Privacy Policy** – document that provides information about the processing of personal data by the EAÜ.

**1.2.13. Fee rates** – fee rates, or tariffs, that apply to the public performance of works, which are provided in the agreement or annexed to it and are also published on the website.

**1.2.14. Works** – musical works protected by copyright in the Republic of Estonia that are included in the EAÜ repertoire and the related texts.

**1.2.15. Terms and conditions** – General Terms and Conditions, terms of use, fee rates, and/or other standard terms established by the EAÜ.

## **2. Applying for a license and concluding an agreement**

**2.1.** In order to publicly perform the works belonging to the EAÜ repertoire, it is necessary to obtain a licence, which is formalised as a written agreement.

**2.2.** To apply for a license, the licensee shall provide the EAÜ with the information necessary to draw up the agreement, read the Privacy Policy, and agree to the General Terms and Conditions and the fee rates.

**2.3.** Based on the information received from the licensee, the EAÜ prepares the agreement and sends it to the licensee for signing.

**2.4.** The EAÜ has the right to request an advance payment, i.e. a deposit upon entry into the agreement of up to 100% of the expected licence fee, or to provide a guarantee in the following cases:

**2.4.1.** when the agreement is entered into for the first time with an undertaking whose equity capital is less than the licence fee expected to be payable;

**2.4.2.** if the licence fee has previously not been paid in a timely manner or to the required extent by the applicant or its representative, or if the applicant or its representative has provided the EAÜ with false information about the facts on which the licence fee is based.

**2.5.** The EAÜ may refuse to enter into an agreement, i.e. to issue a licence if the applicant has an outstanding debt to the EAÜ.

**2.6.** Unless otherwise provided in the agreement, an agreement without a term is entered into for the use of the works. In the event of a one-time public performance of works or under other agreed conditions, a fixed-term agreement may also be entered into.

## **3. Rights and obligations of the EAÜ and the licensee**

**3.1.** The licensee has the following rights:

**3.1.1.** use the works under the conditions laid down in the agreement;

**3.1.2.** terminate the agreement in accordance with the provisions of the agreement.

**3.2.** The licensee has the following obligations:

**3.2.1.** submit adequate information to the EAÜ when applying for a licence and concluding the agreement, and ensure the presence of the required authorisations when entering into the agreement through a representative;

**3.2.2.** perform the requirements and obligations provided in the agreement and the terms and conditions, including submitting the necessary reports to the EAÜ and paying the license fee according to the invoice submitted by the EAÜ and by the deadline specified in the agreement or on the invoice;

**3.2.3.** immediately notify the EAÜ of any changes that are of significant importance for the determination of the license fee.

**3.3. The EAÜ has the following rights:**

**3.3.1.** establish, amend, or specify the Terms of Use, making them available through the website in the form of a standard agreement or another document valid for the relevant field;

**3.3.2.** change the fee rates;

**3.3.3.** terminate the agreement in accordance with the provisions of the agreement.

**3.4. The EAÜ has the following obligations:**

**3.4.1.** perform the obligations provided in the agreement and the terms and conditions;

**3.4.2.** submit invoices in accordance with the procedure provided for in the agreement;

**3.4.3.** upon request, provide information to the licensee about the Terms of Use, fee rates, or submitted invoices;

**3.4.4.** inform the licensee about changes to the Terms of Use and fee rates.

## **4. Payments**

**4.1.** Unless otherwise agreed in the agreement, the billing cycle is 1 calendar month.

**4.2.** Invoices are issued electronically by the EAÜ as an e-invoice to the email address of the licensee.

**4.3.** The licensee is obliged to inform the EAÜ immediately if he or she has not received the invoice.

**4.4.** If the invoice is not paid in a timely manner, the EAÜ may request the licensee to pay interest on arrears at the rate of 0.3% of the amount due for each calendar day the payment is delayed.

**4.5.** In the event that, pursuant to the agreement, the licensee undertakes to submit a report to the EAÜ, but fails to do so in a timely manner, the EAÜ may request from the licensee a contractual penalty in the following amount:

**4.5.1.** 12.80 euros for each day of delay in submitting the report in case of failure to submit financial and other reports required by the EAÜ to calculate the amount of the license fee and issue an invoice to the licensee;

**4.5.2.** 3.20 euros for each day of delay in submitting the report in case of failure to submit repertoire reports required by the EAÜ for the distribution of the license fee.

**4.6.** If the agreed fines stipulated in the agreement differ from the agreed fines specified in clause 4.6 of the General Terms and Conditions, the agreed fines stipulated in the agreement shall prevail.

## **5. Change in fee rates**

**5.1.** The EAÜ is entitled to unilaterally change the fee rates, if the circumstances related to the relevant condition or the fee rate or the business environment have changed (including e.g. consumer price index, scope of use of the works, general market situation, etc.) or more than 2 years have passed since the relevant fee rate was set, or other important circumstances appear.

5.2. In changing the fee rates, the EAÜ is guided by the ['Procedure for setting tariffs for public performance'](#) published on the website.

5.3. The EAÜ shall notify the licensee at least 6 weeks in advance of changes in the fee rates that directly amend the terms and conditions of the agreement and the basis for payment of the license fee, and which are accompanied by an increase in the fee rates.

5.4. The EAÜ does not have to notify the licensee in advance of the reduction of fee rates or of changes in the fee rates that do not affect the basis of the payment of the license fee.

5.5. The EAÜ provides information on all changes in the fee rates on its website.

## 6. Settlement of disputes

6.1. If the licensee or the EAÜ have not properly fulfilled their contractual obligations, as well as if a dispute has arisen due to differences in the interpretation of the agreement, the party interested in the matter may submit a written claim to the other party, to which the other party shall respond no later than on the fifth working day after receiving the claim or by another deadline specified in the agreement.

6.2. Disputes which cannot be resolved through negotiation shall be settled in the Harju County Court.

6.3. Violation of the obligations by both the EAÜ and the licensee in circumstances caused by force majeure is considered excusable and does not lead to liability.

6.4. Force majeure means any unforeseen circumstance or event over which the party has no control and, based on the principle of reasonableness, the party could not be expected to take this circumstance into account or avoid it or to overcome the impeding circumstance or consequence.

## 7. Processing of personal data

7.1. The EAÜ processes the personal data related to the licensee in the manner, for the purposes of, and on the legal grounds specified in the Privacy Policy in accordance with the agreement, valid legislation, and good business practices.

