



## GENERAL TERMS AND CONDITIONS OF USE AND SALE

(GTCUS updated on 06/04/2022 )

The website  
www.onlinedepot.be  
www.depotonline.eu  
(hereinafter the platform)

Is an initiative of:  
Sabam CC  
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E-mail: onlinedepot@sabam.be  
Telephone: +32 22 86 84 84  
(hereinafter 'Sabam CC' or the 'seller')

### I. General terms and conditions of use

#### 1. General terms and conditions

Access to this website and its use are subject to the prior acceptance of these general terms and conditions of use and sale (GTCUS) in this document. By visiting this website or using the information contained in it, you automatically accept the general terms and conditions. Sabam can modify these terms and conditions at any time.

#### 2. Liability of Sabam

##### a. Access and navigation

Sabam takes all the reasonable and necessary measures to ensure this website is accessible, secure, and works properly. However, Sabam cannot give an absolute guarantee of operability, so our actions must also be viewed as a best efforts commitment.

Any use of this website is always at the User's own risk. Therefore, Sabam is not liable for any damage that may be the result of any malfunctions, interruptions, defects or harmful elements on the website.

Sabam reserves the right to limit access to the website or to interrupt its operation at any time, without prior notice.

##### b. Content

The information on this website has been put together in good faith to provide an explanation of the online repository and its services. If this information were however to be incomplete or contain errors, Sabam can in no way be held liable

Neither can Sabam be held liable for potential damage, of any nature whatsoever, which is the consequence of or relates to the use of or access to the website or which is the consequence of or relates to the material, information, evaluations or recommendations indicated on this website.

If certain content on the Platform is contrary to the law, the rights of third parties, or good morals, please inform Sabam as soon as possible by email, so that it can take appropriate measures.

Sabam may, at any time and without prior warning, make the necessary modifications and/or adjustments to the information and material present on this website.

Any download from the website is always at the User's own risk. Sabam cannot be held liable for any direct or indirect damage resulting from such downloads, such as loss of data or damage to the User's IT system, which is entirely and exclusively the responsibility of the User.

### **c. Services reserved for Registered Users**

#### **1. Registration**

A User must register to access these services.

The registration and access to the services of this Platform are reserved exclusively for legal natural persons who have completed the registration form available online on the website and these GTCUS.

When registering, the User undertakes to provide accurate, truthful and up-to-date information about himself/herself and his/her marital status. The User must also check his/her data regularly to ensure that it remains accurate.

The User must provide a valid e-mail address. The Platform will send a confirmation of the User's registration for its services to this e-mail address. An e-mail address may only be used once to register for the services.

Any communication made by the Platform and its partners is therefore deemed to have been received and read by the User. The User therefore undertakes to regularly consult the messages received at this e-mail address and, if necessary, to reply within a reasonable period of time.

Only one registration per natural person is allowed.

The User is issued a username that gives him/her access to a space that is only accessible to him/her (hereinafter 'Personal Area'), after entering his/her password.

The username cannot be changed, but the User can change the password in the Personal Area. The password is personal and confidential. The User undertakes not to disclose it to third parties.

In all cases, Sabam CC reserves the right to refuse a request for registration for the services of the Platform if the User does not comply with the GTCUS.

#### **2. Deregistration**

Users who have registered normally can request to deregister at any time by sending an e-mail to the following address: [onlinedepot@sabam.be](mailto:onlinedepot@sabam.be). Any deregistration from the Platform will take effect no more than one month after the User has sent this e-mail.

### **3. Intellectual property rights**

The material which is presented on this website, including but not limited to all editorial material, photos, illustrations and any other graphic material, and the names, logos, registered trademarks and service marks are the physical and intellectual property of Sabam or of its affiliated companies or of third parties with which Sabam has entered into licence agreements or other agreements; they may be protected by copyright, trademark rights or other laws related to intellectual property. It is not authorised to copy, send, distribute, broadcast, sell, publish, issue, circulate, arrange or modify the material of this website, in all or in part. If you wish to reproduce it or communicate it to the public, you must then have the prior written authorisation of Sabam, unless this is not required by virtue of the legal provisions.

Some company names, signs, logos or designs and models which potentially appear on our website may be protected by intellectual or industrial property rights. It is not hence authorised to use them freely.

Sabam's databases, among which the database related to its repertoire, which are made available to the public via this website are the exclusive intellectual property of Sabam, including their content, layout, structure, composition, arrangement and language.

It is not permitted to reproduce, copy, send, distribute, broadcast, sell, publish, issue, circulate, arrange or modify these databases, in whole or in part. It is only allowed to consult the accessible data of these databases without modifying them. Any exploitation of these databases therefore requires the prior written consent of Sabam, unless this is not required by law.

The automatic acceptance of these general terms and conditions may not, under any circumstance, be interpreted in the sense of or be assimilated to the obtaining of a licence or any other right of use in respect of this information, data, products or services protected by intellectual or industrial property rights.

## **4. Links**

### **a. Creation of a hypertext link to the onlinedepot/depotonline website.**

If you wish to create on your own website a hypertext link to the onlinedepot/depotonline website, you have to have express written authorisation for this. You can send your request to the webmaster.

### **b. Links with websites managed by third parties**

The onlinedepot/depotonline website contains links to other websites which are not controlled by Sabam. Sabam does not control these websites or their content. Sabam cannot be held liable for the content of such links or the links contained, in turn, on these websites.

## **5. Applicable legislation and competent courts**

These terms and conditions are governed by Belgian law and performed compliant with these. Only the Courts of the district of Brussels are competent to hear potential disputes which may result therefrom.

## **6. General provisions**

Sabam reserves the right to change, extend, remove, limit or interrupt the Platform and the associated services at any time, without prior notice and without being able to be held liable for this.

If the User violates the GTCUS, Sabam reserves the right to take appropriate sanctions and remedial measures. In particular, Sabam reserves the right to temporarily or permanently deny the User access to the Platform or our services. These measures can be taken without providing any reasons or prior notice. The measures cannot imply Sabam's responsibility, or give rise to any form of compensation.

The unlawfulness or total or partial invalidity of any provision of our general terms and conditions of use (GTCU) does not affect the validity and application of the other provisions. In these circumstances, Sabam is entitled to replace the provision with another valid provision with a comparable intention.

## II. General terms and conditions of sale

### 1. Scope

These general terms and conditions of sale (hereinafter 'GTCS') determine the mutual rights and obligations when a User (hereinafter 'Customer') purchases services on the Platform.

The GTCS sets out all the obligations of the parties. The Customer is deemed to accept these without reservation, failing which the Customer's order will not be validated.

Derogation from the provisions of the GTCS is possible as an exception if agreed in writing. A derogation may consist of the amendment, addition or deletion of the clauses to which it relates, and does not affect the applicability of the other provisions of the GTCS

Sabam CC reserves the right to amend the GTCS from time to time. Amendments become effective for any purchase after the amended GTCS is posted online.

### 2. Services offered online

The Seller presents the services sold online to the Customer via the Platform.

The descriptions of the services are as accurate as possible. However, the Seller cannot be held liable in case of errors or omissions in the presentation.

The services are offered subject to availability.

Prices and taxes are specified per service offered online, via the Platform.

### 3. Prices

The Seller reserves the right to change its prices at any time by posting them online.

The rates indicated and the taxes applicable at the time of the order exclusively apply.

Prices are indicated in euros.

The total amount of the order (including all taxes) is indicated before final validation of the order.

### 4. Online ordering

The Customer may complete the order online via an electronic form. By completing this form, the Client accepts the price and description of the services.

To validate their order, the Customer must accept these GTCUS by clicking in the place indicated.

The Customer must provide certain personal details and make the payment.

Personal data will always be processed in accordance with the privacy legislation in force and in particular in accordance with the onlinedepot website privacy policy. <https://sabam.depotonline.eu/belgium/en/privacy.pdf>

Any communication with the Seller can take place via the e-mail address provided by the Customer.

In addition, the Customer must choose and validate the payment method.

The Seller reserves the right to block the Customer's order in the event of non-payment, an incorrect address or any other problem with the Customer's account until this problem is resolved.

## **5. Confirmation and payment of the order**

The services ordered cannot be provided before full payment of the order is received.

### **a. Payment**

The Customer makes the payment at the time of final validation of the order by making the transfer. This validation replaces the need for a signature.

The Customer guarantees the Seller that he/she has the necessary authorisation to use this payment method, and acknowledges that the information he/she provides for this purpose is proof of his/her agreement to the sale, and to payment of the amounts due for the order.

The Seller also reserves the right to refuse an order from a Customer who has not paid a previous order in full, or with whom a payment dispute is pending.

### **b. Confirmation**

Upon receipt of the validation of the purchase accompanied by the payment, the Seller sends the Customer a confirmation of the purchase of the service and an invoice.

If a service is unavailable, the Seller informs the Customer by e-mail as soon as possible about replacing it or cancelling the order for this service, and where appropriate reimburse the corresponding payment, whereby the remainder of the order remains fixed and final.

## **6. Guarantees**

The Seller guarantees the conformity of the services with the contract in accordance with the law in force at the time of conclusion of the contract.

## **7. Right to cancel**

In accordance with Articles VI.47 and following of the Belgian Code of Economic Law, the Customer, if a consumer, has a withdrawal period of 14 calendar days from the day after receipt of the ordered services during which the Order may be cancelled, without any justification required.

A written request for cancellation must be sent to the following address before the withdrawal period expires:

By post, by writing to the following address:

Sabam CC  
AFFILIATION Department  
Tweekerkenstraat 41-43,  
1000 Brussel  
Belgium

Or via our contact form available on our online platform.

If the above conditions are met, Sabam will reimburse the service.

## 8. Fraud

The Customer undertakes to use the online platform and the payment service made available in a non-fraudulent manner.

## 9. Force majeure

If the Seller is wholly or partially prevented from executing the order due to an unforeseen circumstance beyond its control, this constitutes force majeure.

In case of force majeure, the Seller is entitled to suspend the execution of the order in whole or in part for the duration of the force majeure.

If the force majeure continues for more than 90 days without interruption, each of the parties to the contract is entitled to terminate the contract unilaterally by sending a registered letter to the other party. The services already performed by the Seller are nevertheless invoiced to the Customer pro rata.

## 10. Independence of the clauses

The unlawfulness or total or partial invalidity of any provision of these GTCS does not affect the validity and application of the other provisions. In these circumstances, the Seller is entitled to replace the unlawful or invalid provision with another valid provision with a comparable intention.

## 11. Applicable law and competent courts

These GTCS are governed by Belgian law.

In the event of a dispute and in the absence of an amicable settlement, the dispute will be submitted to the courts of the judicial district of the Seller's registered office.