

## **UNISONO GENERAL TERMS AND CONDITIONS:** **DAILY USE – EVENTS – MUSIC IN COMPANIES**

### **1. Definitions**

In these General Terms and Conditions, the following definitions apply:

- **Unisono:** Unisono is a platform created by Sabam, PlayRight and SIMIM further to the Royal Decree of 17 May 2019 in order to simplify the collection of the fees for the authors, performers and music producers. Sabam administers this platform.
- **Licence:** The purpose of the Unisono licence agreement (hereinafter referred to as “the licence”) is to give the licensee the necessary authorisation for the communication to the public of protected works belonging to Sabam’s national and international repertoire (Article XI.165 of the Code of Economic Law) within the context of the declared use.
- **Equitable Remuneration:** The Licence also covers the Equitable Remuneration owed to SIMIM and PlayRight for the use of performances in the context of such public communication (Articles XI.212 and XI.213 of the Code of Economic Law).
- **Licensee:** The Licensee is the natural or legal person who enters into an agreement with Unisono for the use of musical works falling under Unisono’s collective management. The Licensee is responsible for the correct use of the repertoire and for compliance with the applicable conditions set out in the Licence and these General Terms and Conditions.

Licensees may be active in various sectors, including but not limited to hospitality businesses (e.g. restaurants playing background music), retail businesses, sports and fitness centres, companies using music in offices or waiting areas, cultural institutions, as well as organisers or operators of events where music is used.

- **Categories of tariffs:** Unisono distinguishes three separate tariff categories depending on the type of use. Each category has its own tariff model and scope. The applicable tariff category is determined based on the nature of the activity conducted at a particular location:
  - **Daily Use:** Applies to the regular use of music in commercial environments such as cafés, restaurants, hotels, shops, hair salons, fitness centres and other hospitality or retail establishments where music or services are used on a continuous basis.
  - **Events:** Applies to the temporary use of music in the context of specific occasions such as festivals, concerts, parties, fairs or other one-off or short-term events.
  - **Music in Companies:** Applies when music is used as part of the work environment, for example in workplaces, staff restaurants or other non-public spaces.
- **Place:** The applicable tariff category is determined based on the nature of the activity conducted at the relevant location. Depending on the activity, the calculation of the tariff may also take into account the surface area of the location.

The combination of the physical location and the specific activity carried out there forms the basis for the applicable tariff. It is possible that multiple tariff categories apply to the same location, for example when different activities take place in separate zones.

### **2. Obligations of the Licensee**

- 2.1 The licensee is required to make a duly completed application for a licence at least five (5) days before the beginning of the use of music.
- 2.2 The licence application also implies acceptance of these general conditions.
- 2.3 The Licensee is responsible for the correct use of the repertoire represented by Unisono.
- 2.4 The Licensee must notify Unisono immediately of any change in its activity, location or organisational form that may affect the conditions under which the Licence is granted.
- 2.5 The Licensee must also disclose the identity of third parties who – where applicable – will play or perform music under the scope of the Licence.
- 2.6 Upon Unisono’s request, the Licensee must indicate the sound source(s) used and provide an overview of the works and phonograms used.
- 2.7 Specifically for the “Events” tariff, the organiser must provide an overview of the works and phonograms used (e.g. through a programme listing authors, composers, performers and phonogram producers) within fifteen (15) days after the event.

2.8 Where applicable, the Licensee must grant access to representatives acting on behalf of Unisono.

### 3. Scope of the Licence

3.1 The Licence applies to all locations indicated by the Licensee where music is played.

3.2 The Licence is granted only after payment of the invoice.

3.3 The Licence is not assignable.

3.4 In cases involving mechanical or electronic devices, the Licence is limited to music played via media for which the necessary permissions have been obtained, or legally produced and/or downloaded carriers or files.

3.5 The moral rights of authors and performing artists are expressly reserved.

### 4. Increases for lack of prior application or delay in the application

4.1 Without prior application: If protected works and performances are used without prior authorisation or according to a declaration containing incorrect or incomplete parameters, the amount owed for the Licence shall be increased by 15% or €100, at Unisono's discretion.

4.2 Late application: If an application is made less than five (5) days before the start of the music use or event, the amount owed for the first contract period shall be increased by 15% or €45, at Unisono's discretion.

4.3 Travel of agents: The travel of an agent representing Unisono will be invoiced €75 to the licensee and the drafting of a report of findings €50.

### 5. Invoicing of fees and payment

Unisono fees are invoiced in accordance with the current rates and must be paid by the licensee within thirty days (30) by transfer into Sabam-Unisono's bank account.

### 6. Publication of the rates and special conditions

6.1 Unisono's rates and general conditions are available on the Unisono website (unisono.be) and can also be obtained on simple request.

- o Daily Use: <https://www.unisono.be/en/licences/music/daily-use>
- o Music in Companies: <https://www.unisono.be/en/licences/music-companies>
- o Events: <https://www.unisono.be/en/licences/music/events>
- o Equitable Remuneration: <https://www.unisono.be/en/licences/music/daily-use>

6.2 Any special conditions are included in the relevant rates and take precedence over these general conditions, if applicable.

### 7. Price revision mechanism

7.1 For the portion of the remuneration relating to copyright, Unisono reserves the right to revise the prices of the Licence once per year, in accordance with the following formula:

$$p = P * [ 0,55 * (t / T) + 0,15 * (s / S) + 0,10 * (c / C) + 0,20 ]$$

Where:

- p = the new price after revision for the current calendar year
- P = the price of the previous calendar year
- t = tariff for temporary indoor activities under the Royal Decree on Equitable Remuneration for calendar year X
- T = tariff for temporary indoor activities for calendar year X-1
- s = wage scale I (PC200) for calendar year X
- S = wage scale I (PC200) for calendar year X-1
- c = price index (Q3 of calendar year X-1) for computer programming, consultancy & related activities
- C = price index (Q3 of calendar year X-2) for computer programming, consultancy & related activities

This price revision mechanism is intended solely to allow this portion of the remuneration to evolve in line with the real cost of creating a work.

- 7.2 For the equitable remuneration component, the Licence price shall be adjusted on 1 January each year based on the evolution of the consumer price index of the previous year using the formula:

$$\frac{\text{Base amount} \times \text{new index}}{\text{Base index (2017)}}$$

## **8. Parameters for event tariffs**

- 8.1 Unisono calculates the amount of rights owed based on the information provided by the organiser and/or based on elements determined by Unisono, according to the following parameters:
- the type of event and the nature of performances;
  - generated revenues, artistic budget, entry price, price of consumptions, surface area.
- 8.2 If the organiser, despite one or more reminders, fails to provide all information required to calculate the rights according to applicable tariffs, Unisono will estimate such data based on available information (full venue capacity, entry prices, statistics, press, etc.) and will calculate the rights accordingly. This invoicing shall be considered final unless the organiser submits the missing information within fifteen (15) days.
- 8.3 Unisono reserves the right, pursuant to Articles XI.202, XI.263 §3, and XI.269 of the Code of Economic Law, to carry out inspections to verify the accuracy and completeness of the usage data provided by the organiser. The organiser undertakes to grant access to all documents relating to the event for up to five (5) years after the event, or to submit such documents within the required period upon request. Any fraudulent or incorrect declaration exposes the organiser to legal proceedings as provided in Articles 196 and 197 of the Criminal Code.

## **9. Commencement, duration and termination of the Licence**

The Licence enters into force on the start date of the music use or the event and applies for the duration stated in the licence application or applicable to the event.

- 9.1 For Daily Use and Music in Businesses tariffs:

- a) If the declaration is made between the 1st and the 15th of the month, the Licence starts on the 1st day of that month.
- b) If the declaration is made between the 16th and the 31st, the Licence starts on the 1st day of the following month.
- c) In both cases, it remains valid until 31 December of that year..
- d) It is tacitly renewed from year to year unless terminated in writing by either party at least one month before 31 December.
- e) In the event of definitive cessation of activity during the first six months of the calendar year, the licensee may, at his request and subject to written proof from a competent authority of such cessation, obtain a refund of 50% of the amount of fees due paid in respect of the calendar year in which the activity was definitively terminated.
- f) In all other cases, there is no refund and fees remain due until the end of the calendar year.

- 9.2 For Events tariffs:

- a) In case of cancellation of the planned event or modification of the pricing parameters provided by the organiser, Unisono will take this into account provided that it is notified in writing no later than 17:00 on the last working day preceding the event.

## **10. Introductory discount – Copyright**

For the first Licence concluded with Unisono the Licensee is granted a discount on the annual copyright amount according to the applicable tariff.

## **11. Instalment invoicing**

The licensee may request that the annual Unisono user licence be invoiced per quarter or per semester, for a supplement of 14% or 6% respectively of the annual amount due.

## **12. Changes to the General Terms and Conditions and/or tariffs**

- 12.1 Unisono undertakes to inform the licensee of any changes to the general conditions or rates at least two months before they come into force.

12.2 If necessary, the licensee who, having been informed of the changes, cannot accept them, must notify Unisono in writing at least fifteen (15) days before the entry into force. The contract will end on the day on which these new conditions should have come into force.

12.3 In the absence of a written statement sent within the above-mentioned period, the licensee is presumed to accept the new general or pricing conditions.

### **13. Penalties and collection costs**

13.1 In the event of non-payment of the invoice on the due date, a flat-rate fee of €15 per reminder will be charged to the licensee.

13.2 In addition, Unisono may claim damages corresponding to 15% of the invoice amount, with a minimum of €125, if the invoice remains unpaid for more than fifteen days after a second reminder.

13.3 If Unisono has to incur additional costs to obtain payment of the invoice, they will also be charged to the licensee.

13.4 However, if the licensee is a consumer within the meaning of Article I.1, paragraph 1ER, 2° of the Code of Economic Law, there will be no fixed charge for the first reminder and the charge for the second reminder will be increased to €15.

13.5 Only subsequent costs incurred in the context of judicial recovery will be charged to the holder.

### **14. Liability and indemnification**

14.1 Unisono provides the Licence in accordance with applicable legislation and information provided by rightsholders. However, Unisono does not guarantee that use of the Licence by the Licensee is free from claims by third parties. The Licensee is responsible for the correct use of the Licence and compliance with all applicable legal and regulatory provisions.

14.2 Unisono's total liability under these General Terms and Conditions is limited to direct damage solely attributable to a serious contractual breach by Unisono. In any case, liability shall never exceed the total fees paid by the Licensee in the twelve months preceding the event giving rise to liability.

14.3 Unisono is not required to verify the accuracy, completeness or validity of the allocated information and rights, but will act in good faith when issuing the Licence. The Licensee acknowledges that responsibility for the correctness of information and rights lies with the rightsholders. Unisono is not liable for claims or damage due to attribution errors, incorrect metadata or misallocation of works, except in cases of intent or wilful misconduct.

14.4 Liability, whether contractual or extra-contractual, for damage arising from acts or omissions of Unisono's directors, employees, subcontractors or auxiliaries is excluded to the extent permitted by applicable law, including Book 6 of the Civil Code.

14.5 The Licensee acknowledges that all claims relating to these General Terms and Conditions may be brought exclusively against Unisono. The Licensee expressly waives any right to bring extra-contractual claims against Unisono's directors, employees, subcontractors or auxiliaries under Article 6.3 of the Civil Code, except in cases of intent or willful misconduct.

### **15. Force majeure – Daily Use**

Specifically for the "Daily Use" tariff the following applies:

15.1 In the event of full closure of the establishment for which permission to communicate Sabam repertoire has been granted, for an uninterrupted period of at least sixty (60) days in a calendar year due to force majeure, the amount of copyright owed shall be reduced proportionally to the number of full calendar months of closure. A period of thirty (30) consecutive days spanning two months corresponds to one full month.

15.2 The reduction is granted via a credit note applied to the next invoice. This reduction is non-transferable and no amount already paid will be refunded.

15.3 This mechanism applies only if the closure corresponds to at least €50 in copyright value for the Licensee.

15.4 Submission of a document from the Licensee's Social Security Fund recognising bridging entitlement under Article 190, 1° of the Programme Act of 22 December 2022 shall suffice, unless proven otherwise, to demonstrate force majeure for the duration of that entitlement.

### **16. Processing of Personal Data**

Your personal data are processed for purposes including execution of the Licence, customer management, accounting and direct marketing, based on legal obligations, contract and legitimate interest. The data controller is Sabam CV, Tweekerkenstraat 41/43, 1000 Brussels. Data are shared only where necessary for these purposes. You

are responsible for the accuracy of the data and for GDPR compliance. You have rights of access, rectification, deletion and objection. For more information, consult our Privacy Policy at [www.unisono.be](http://www.unisono.be).

**17. Applicable law and competent courts**

17.1 Belgian law governs the conclusion, performance and, where applicable, termination of the Licence.

17.2 Disputes shall be submitted to the courts of the Brussels judicial district or the courts of the Licensee's domicile/registered office, at Unisono's discretion.