



## General conditions – daily use

### 1. Unisono licence agreement

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.

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) in his business. It also concerns the fair remuneration due to SIMIM and PlayRight for the use of performances in the context of this communication to the public (Articles XI.212 and 213 of the Code of Economic Law).

### 2. Licensee’s obligations

The licensee is required to make a duly completed application for a licence at least 5 days before the beginning of the use of music. The licence application also implies acceptance of these general conditions.

The licensee is required to immediately notify Unisono of any change in his business or activity that may have an impact on the conditions for granting the licence. He must also inform Unisono of the identity of any third parties that perform musical broadcasts in his establishment.

At Unisono’s request, the licensee must specify the sound source(s) used for the musical broadcast and provide a list of the works and performances.

### 3. Scope of the licence

The licence is valid for all music broadcasting venues declared by the licensee.

The licence is only granted after payment of the invoice. The licence is not assignable.

In the case of performances by mechanical or electronic devices, the licence is limited to music broadcast by media that have obtained the necessary authorisations or by media or files legally manufactured and/or downloaded.

The moral rights of authors and performers are expressly reserved.

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

In the event of use of protected works and performances without prior authorisation or according to a registration containing incorrect or incomplete parameters, the amount due for the licence will be increased, at Unisono’s discretion, by 15% or €100 for the first contractual period. The travel of an agent representing Unisono will be invoiced €75 to the licensee and the drafting of a report of findings €50.

In the event of a registration less than 5 days before the start of the use of music, the amount due for the licence will be increased, at Unisono’s discretion, by 15% or €45 for the first contractual period.

### 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 by transfer into Sabam-Unisono’s bank account.

### 6. Indexation

Unisono fees are linked to the index included in the applicable rates. These rates will be indexed annually on 1 January on the basis of the change in the consumer price index over the past year according to the following formula: (basic amount X new index) / basic index.

Each variation in the index will be notified by Unisono to the licensee by simple notification on the invoice.

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

Unisono’s rates and general conditions are available on the Unisono website (unisono.be) and can also be obtained on simple request. Any special conditions are included in the relevant rates and take precedence over these general conditions, if applicable.

## **8. Licence's date of entry into force and duration**

The licence takes effect on the 1st day of the month if the registration of use of music takes place between the 1st and the 15th day of that month. If the registration is made between the 16th and 31st day of a month, the licence takes effect on the 1st day of the following month.

In both cases, it is valid until 31 December of the year concerned. It will then be tacitly renewed from year to year, unless terminated in writing by one of the two parties at least one month before the expiry of 31 December of the year concerned.

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.

In all other cases, there is no refund and fees remain due until the end of the calendar year.

## **9. Payment by instalments**

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.

## **10. Changes to the general conditions and/or rates**

Unisono undertakes to inform the licensee of any changes to the general conditions or rates at least two months before they come into force. If necessary, the licensee who, having been informed of the changes, cannot accept them, must notify Unisono in writing at least 15 days before the entry into force. The contract will end on the day on which these new conditions should have come into force.

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.

## **11. Penalties and recovery costs**

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

## **12. Processing of personal data**

The processing of personal data is subject to Unisono's privacy policy. Unisono's privacy policy can be consulted on the unisono.be website. The personal data provided by the licensee are included in the Unisono database. The master of the file is Sabam SC-Soc.civ. with its registered office at 1040 Brussels, rue d'Arlon, 75-77. In accordance with the Belgian law and the General Data Protection Regulations (GDPR), the licensee has a right of access and rectification, as well as the right to consult the public register.

## **13. Applicable law and competent courts**

Belgian law applies to the Unisono user license. Disputes relating to it shall be brought before the courts and tribunals of the district of Brussels or the domicile/registered office of the licensee, at Unisono's discretion.