

1. DEFINITIONS

For the purposes of these special terms and conditions (the "**Special Terms and Conditions**"), the capitalised terms are defined below, or, failing this, in the General Terms and Conditions:

General Terms and Conditions: the current general terms and conditions of sale of POST Telecom (for consumer or professional Customers, as applicable);

Terms and Conditions of Use: conditions of use of the Spotify Service which must be accepted by the Customer when he/she creates its Account with Spotify AB.

2. SCOPE

These Special Terms and Conditions apply to any Spotify Premium Contract for which their application is duly notified to the Customer.

3. DESCRIPTION AND SUBSCRIPTION OF SERVICE

- 3.1. The Spotify Premium service was developed by Spotify AB, and gives access to a music listening service via a computer, tablet or smartphone connected to the internet or offline subject to prior synchronisation, subject to the storage capacity limits of the device in question (hereinafter the "**Service**").
- 3.2. The Service, when marketed by POST Telecom, is solely reserved for Customers who have subscribed to a compatible POST Telecom Contract including mobile Internet access. The Service can be accessed via the Spotify application (for tablet or smartphone) or via the Spotify website after (i) Activation of the Spotify account connected to the subscription (the "**Account**") and (ii) acceptance of the Special Terms and Conditions.
- 3.3. After subscribing to the Service with POST Telecom, the Customer must, before any use, activate the Account within six (6) months of its subscription either by creating or entering the login details and password for his/her Account on www.post.lu under the dedicated Activation Service heading.

4. BILLING AND PAYMENT

- 4.1. The Service subscribed to by the Customer with POST Telecom shall be billed by POST Telecom on a monthly basis. The Service shall be billed from the date on which the Customer activates his/her Account.
- 4.2. The Customer acknowledges that subscribing to the Service with POST Telecom is independent of any earlier, simultaneous or future subscription to the same service that the Customer may do with Spotify AB or any other supplier of the Service other than POST Telecom. Consequently, parallel subscription to the same Service with various suppliers of the service (including POST Telecom) may result in the billing of the Service by each of the suppliers of the service (including POST Telecom).

5. INTERNET ACCESS

- 5.1. The cost of the Service does not include the cost of using the mobile internet network and the data flows exchanged, which will be billed according to the applicable Rate Plan unless otherwise specified in the Contract.
- 5.2. The Customer warrants that he/she has knowledge of the nature of the internet, in particular of its technical and security performances as well as of its response times to use the Service and to consult the related information.
- 5.3. It is the responsibility of the Customer to take all necessary measures to ensure that the technical characteristics of his/her computer, tablet or smartphone and internet subscriptions allow the use of the services offered pursuant to the Service.

6. LIABILITY

- 6.1. The only function of POST Telecom is to bill the Service, given that the Service itself is provided by Spotify AB and that the Customer by subscribing to the Terms and Conditions of Use shall become a customer of Spotify AB. The Customer should contact Spotify AB using the contact details mentioned on the Spotify website for any queries regarding the use of the Service.
- 6.2. POST Telecom may not be held liable for the functioning of the Service.
- 6.3. POST Telecom is not in any way responsible for any additions or deletions which may occur to the catalogue offered by Spotify AB under the Service.
- 6.4. POST Telecom shall not be party to any dispute which may arise between the Customer and Spotify.

7. PROCESSING OF PERSONAL DATA

Any personal data relating to a natural person (the "**Personal Data**") provided by the Customer to POST Telecom for the purpose of the Contract shall be processed in accordance with Article 11 of the General Terms and Conditions for consumer customers and Article 15 of General Terms and Condition for professional customers. The processing of the Customer's personal data by Spotify AB is governed by the latter's terms and conditions.

8. TERM AND TERMINATION

Unless otherwise stated in the Contract, the Service is subscribed to for an indefinite term.