

MUSIC LICENCE

Rightholder customer's own works on websites

1. PURPOSE OF THE LICENCE

The customers of the Finnish Composers' Copyright Society Teosto (hereinafter Teosto) have assigned to Teosto through membership agreements the authority to administer the rights regarding public performance and mechanical reproduction of their works. Teosto has further assigned the authority to administer the rights regarding the mechanical reproduction of works to the Nordisk Copyright Bureau (hereinafter NCB).

For the purposes of this licence

- an *author customer* is a composer, lyricist, arranger or translator who is a Teosto member;
- a *publisher customer* is a music publisher who is a Teosto member;
- a *rightholder customer* is an author customer or a publisher customer.

With this licence, Teosto/NCB hereby grants, on the terms and conditions and with the limitations specified below, author customers the right to use their own works and publisher customers the right to use works that they have published, at no cost, on websites covered by this licence. The sole purpose of this licence is to give rightholder customers the possibility of using the Internet for presenting their works to the public at no extra cost.

In the interests of clarity, it is hereby stated that the licence shall not apply to the graphic reproduction of works. The licence shall also not apply to an author's moral rights or any other rights beyond those specified in the licence.

2. WEBSITES COVERED BY THE LICENCE

For the purposes of this licence

- a *website* is a page published on the Internet using IP standards and freely accessible to the general public;
- a *homepage* is a website whose domain name is owned by a rightholder customer or a member of an author customer's orchestra and whose content is controlled and maintained by the rightholder customer or author customer's orchestra in question;
- a *profile page* means a separate sub-page under a website whose domain name is owned by a third party, such that the content of the sub-page is controlled and maintained by a rightholder customer or an author customer's orchestra on the basis of an agreement between the domain name owner and the rightholder customer or author customer's orchestra member.

Websites where an author customer may offer his/her works for access by the general public shall be one of the following:

- the author customer's personal homepage;
- the author customer's orchestra's homepage;
- the author customer's personal profile page;
- the author customer's orchestra's profile page.

Websites where a publisher customer may, if the publication agreement allows and within the terms and conditions and subject to the limitations of the publication agreement, offer works published by him/her for access by the general public shall be one of the following:

- the publisher customer's homepage;
- the publisher customer's profile page;
- the publisher customer's profile page on a website controlled and maintained by the same publisher group and describing the national functions or services of the publisher group.

The rightholder customer undertakes, at the request of Teosto, to notify Teosto of the websites covered by this licence.

3. TERMS AND CONDITIONS OF THE LICENCE

3.1 Homepage

The work shall be offered to the general public free of charge. Offering the work on the website shall not incur any direct financial benefit to the rightholders of the work or of any other material on the website or to any third parties. No charge may be made on the website for listening to or otherwise using the work, and the maintaining of the website may also not otherwise incur any direct income to the rightholders of the work or of any other material on the website or to any third parties, for instance through banner advertising or subscription fees.

However, the works offered on the website may be used for marketing the musical output of the rightholder customer or other activities closely connected to such musical output, such as promotional merchandise bearing the stage name of an author customer or the name of an artist performing his/her works. A link may be provided to an online shop selling works, recordings or videos.

3.2 Profile page

The work shall be offered to the general public free of charge. Offering the work on the website shall not incur any direct financial benefit to the rightholders of the work or of any other material on the website or to any third parties. No charge may be made on the website for listening to or otherwise using the work, and the maintaining of the website may also not otherwise incur any direct income to the rightholders of the work or of any other material on the website or to any third parties, for instance through banner advertising or subscription fees.

However, the works offered on the website may be used for marketing the musical output of the rightholder customer or other activities closely connected to such musical output, such as promotional merchandise bearing the artist pseudonym of an author customer or the name of an artist performing his/her works. A link may be provided to an online shop selling works, recordings or videos.

However, the provisions of this licence notwithstanding, Teosto shall always have the right to present demands regarding the use of the music directly to any third party, such as the owner of a domain name, the party maintaining the website or other service provider.

3.3 Consent of all rightholders of a work

A rightholder customer who offers works on a website covered by this licence undertakes to ensure in advance that all rightholders of each work have consented to such use of the work. The rightholder customer undertakes to inform each consenting rightholder about the content of this licence.

A rightholder customer who has offered works on a website undertakes, at the request of Teosto, to remove immediately from the website any work concerning which one of its rightholders has notified Teosto that his/her consent has not been requested for the offering of that work to that website, or that he/she has revoked his/her consent.

3.4 Consent from other rightholders of materials containing works

The rightholder customer undertakes to ensure in advance that in the case of materials containing the rightholder's works (such as recordings or videos) offered on a website covered by this licence, all other rightholders (such as creators of audiovisual works, performing artists, recording producers and audiovisual producers) have given their consent to the use of the material in which they have rights for such a purpose.

A rightholder customer who has offered materials containing the rightholder's works on a website undertakes, at the request of Teosto, to remove immediately from the website any material concerning which one of its rightholders has notified Teosto that his/her consent has not been requested for the offering of that material to that website, or that he/she has revoked his/her consent.

3.5 Teosto liability limitation

Teosto shall not be liable for any claims arising from the removal of any work or material from a website.

Teosto shall not be liable for any claims arising from the offering of works on a website and the making available of them to the general public under this licence or from the offering of materials containing works on a website and the making available of them to the general public.

Teosto shall not be responsible for monitoring the use of works or materials on websites and does not undertake to take any action whatsoever regarding possible unauthorized use or infringement of such works or materials.

4 IMPACT OF CHANGES OF USE

If the use of works on a homepage or profile page as per this licence changes later, after this licence has entered into force, so that it no longer fulfils all of the aforementioned conditions, the rightholder customer or other party responsible for maintaining the website shall apply in advance for a new licence consistent with the new use. In such a case, the currently valid licence terms and conditions and fees of Teosto/NCB shall be applied to the use of music on the website.

Unless a new licence consistent with the new use is obtained from Teosto/NCB, the works covered by this licence shall be removed from the website before the change of use.

5 RECORDING FORMATS AND DISTRIBUTION TECHNOLOGIES

This licence covers, according to its terms and conditions and subject to its limitations, the offering of works on a website and making them available to the general public, in any recording format and with any distribution technology.

6 HOMEPAGE NOTIFICATION

In accepting the terms and conditions of this licence, the Teosto rightholder customer undertakes, at the request of Teosto, to notify Teosto of the Internet addresses (URL) of the websites where the rightholder customer has offered his/her works.

7 VALIDITY AND TERMINATION OF THE LICENCE

This licence shall become valid once the rightholder customer has accepted the terms and conditions of the licence on the Teosto's web services using his/her personal user ID. The licence is valid until further notice. Teosto may amend the terms and conditions of the licence by notification through the Teosto web services. The licence may not be transferred to a third party.

The rightholder customer may terminate the licence with fourteen (14) days' notice. The termination notification must be verifiably submitted through the Teosto web service.

Teosto may terminate the licence with fourteen (14) days' notice. However, Teosto shall be entitled to cancel the licence with immediate effect if the rightholder customer commits a material breach of the terms and conditions of the licence or if the administration of rights by Teosto, the relations of Teosto to other copyright organizations or other compelling reasons related to Teosto's operations so require.

When the licence terminates, the rightholder customer shall remove all works covered by the licence from all websites covered by the licence.