a. making the work available to the public, e.g.:
- making copies of the work
- transferring the work to a device using a network
- creating a copy of the work in whole or in part
- communicating the work to the public
- offering copies of the work for sale, for rent or for loan, or otherwise distributing it to the public.

1. Performing and communicating the work to a comparatively large, closed group of persons in the course of a business activity, the making, using, sale, hiring, or public offering of copies or phonograms, or similar acts, shall be considered a public performance and communication of the work to the public.

1.5 The exclusive rights of music authors are transferred or submitted to Teosto for management on the basis of agreements signed by Teosto and the authors. Such agreements shall be signed by Teosto and other domestic and foreign music rightsholders, in the manner and to the extent defined in these General Terms and Conditions.

1.6 A licence from Teosto to perform a musical work shall not be required if the work is in the public domain, i.e. if copyright protection on the work has expired or if copyright or other rights have expired or lapsed by law, or if Teosto does not represent the authors of the work in question.

1.7 These General Terms and Conditions, the agreement between Teosto and a Customer, and a Teosto licence to use music shall apply only to the rights, contexts and modes of use of Teosto music and, based on authorisation from the authors represented by Teosto from time to time (licence granted shall dissolve with immediate legal effect). The licence granted applies to those Customers or music users, contexts and modes of music use, as these constitute changes in the fee basis and may affect the determination of the copyright royalties payable on the licence.

1.8 If a copyright royalty fee invoiced on the basis of a licence granted to any third party without the prior written consent of Teosto, Teosto shall be entitled to recalculate the fee basis according to the valid legislation, in non-individualising and non-recognisable form.

1.9 Teosto may use information obtained from the Customer in, for instance, the implementation of services and their use, archiving, invoicing and technical procedures, or in purposes in accordance with the valid legislation, in non-individualising and non-recognisable form.

1.10 If a copyright royalty fee invoiced on the basis of a licence granted has not been paid after thirty (30) days have elapsed from the due date, or if the Customer fails to submit or confirm according to this agreement is false or materially incorrect, or if the Customer does not submit the change was sent, Teosto shall be entitled to cancel the agreement without notice, in which case the licence granted shall expire with immediate effect.

1.11 Teosto shall also be entitled to cancel the agreement with immediate effect if the Customer does not submit or confirm according to this agreement is false or materially incorrect, or if the Customer does not submit the change was sent, Teosto shall be entitled to cancel the agreement without notice, in which case the licence granted shall expire with immediate effect.

12.1 In order to avoid anticipated credit losses or unforeseen credit losses, Teosto may at any time inspect the Customer concerning the fee basis. Teosto shall be entitled to inspect the Customer concerning the fee basis. The inspection shall be carried out at the Customer's premises and shall not be affected even if someone else is in possession of the Customer's premises. The customer is required to notify Teosto of any possible changes in the fee basis before commencement of the use of music.

12.2 The Customer shall be obliged to remit notification or other negligence charges determined by Teosto that have arisen from negligence or a failure to comply with the Agreement, in the event that this is agreed in the special conditions.

12.3 The contractually binding nature of the Customer shall not be affected even if someone else is responsible for obtaining the relevant licences or the payment of copyright royalties on behalf of the Customer. Any agreement between the Customer and music users or music users, contexts and modes of music use, a third party, or for any other reason.

12.4 The Customer shall be entitled to cancel the agreement with immediate effect if the Customer does not submit or confirm according to this agreement is false or materially incorrect, or if the Customer does not submit the change was sent, Teosto shall be entitled to cancel the agreement without notice, in which case the licence granted shall expire with immediate effect.

12.5 Teosto shall be entitled to cancel the agreement with immediate effect if the Customer does not submit or confirm according to this agreement is false or materially incorrect, or if the Customer does not submit the change was sent, Teosto shall be entitled to cancel the agreement without notice, in which case the licence granted shall expire with immediate effect.

12.6 If the Agreement is cancelled by Teosto on the basis of clauses 18.3-18.5, the licence granted shall dissolve with immediate legal effect.

13.1 Teosto is responsible for notifying the Customer of any changes in the fee basis or the tariff or the terms of payment well in advance, though no later than six (6) weeks before such a change enters into force.

13.2 The Customer is entitled not to assign or transfer any rights or rights contained within the Agreement or the licence granted to any third party without the prior written consent of Teosto.

13.3 Teosto undertakes to keep confidential any and all information concerning the Customer and of the music user referred to in section 13.2 which may be considered as trade or professional secrets.

13.4 Teosto shall handle personal information only in the manner stipulated by the Personal Data Act. The Register descriptions can be found on Teosto's website.

13.5 Teosto may nevertheless relinquish information mentioned in clauses 16.1 and 16.2 to other associations governing such rights to the extent necessary for the management of the rights of Teosto and this sort of association, as well as to implement the cooperation connected with the issuing of music licences.

14.1 The Customer shall pay invoices sent by Teosto no later than on the due date stated on the invoice. The standard terms of payment are 14 days net.

14.2 For delayed payments, Teosto shall be entitled to charge the valid interest on late payment from the due date in accordance with the Interest Act.

15.1 The Customer is entitled not to assign or transfer any rights or rights contained within the Agreement or the licence granted to any third party without the prior written consent of Teosto.

15.2 The liability referred to herein shall not be construed to limit the right of Teosto or the music authors represented by Teosto to claim damages against the Customer on the basis of the Copy-
right Act, the Tort Liability Act or any other provisions, or on any other basis.

20.3 Teosto shall be liable for any direct damages caused to the Customer through a breach of agreement by Teosto.

20.4 Neither party shall be liable for consequential or indirect damages caused to the other party. Indirect damages include but are not limited to loss of revenue, loss of market share, decrease of goodwill, or damages due to interruption of operations or production.

20.5 Neither party shall be liable for damages that may be caused to the other party due to the cancellation of the agreement.

21. Force majeure

21.1 Neither party shall be liable for damages or delays caused by factors or circumstances which are beyond the control of the party and which that party could not reasonably have avoided or overcome, or foreseen at the time of signing the agreement (force majeure).

21.2 A party encountering force majeure shall immediately notify the other party of this in writing and include an estimate of the duration of the force majeure condition.

22. Applicable Law and Settlement of Disputes

22.1 Excluding choice of law rules, Finnish law shall be applied to these General Terms and Conditions.

22.2 Any disputes arising from or related to these General Terms and Conditions or the agreement between Teosto and the Customer in accordance with clause 3.1 shall be resolved in the court of first instance, i.e. Helsinki District Court. A Customer in a consumer role may, however, also take a dispute to the District Court or Consumer Complaint Board of his/her domicile for resolution.

23. Validity and amendment of the General Terms and Conditions

These General Terms and Conditions shall enter into force on 1 January 2013 and shall remain valid until further notice.

23.2 Teosto is entitled to amend these General Terms and Conditions by notifying the Customer thereof no later than six (6) weeks before the amendment enters into force. The new, amended General Terms and Conditions shall also apply retroactively to all agreements concluded before the amendment entered into force. In the event that the Customer does not accept an amendment to the General Terms and Conditions, the Customer shall have the right to terminate the Agreement in accordance with clause 18.2.