

TERMS OF SERVICES OF www.Groover.co

This version of the Terms of Services has been translated from the original version in French using an online translation tool. The French version of the Terms of Services available [here](#) is the authentic one with legal enforcement.

1. Subject

The purpose of these general conditions is to define the terms and conditions of use of the services offered on the www.groover.co website (hereinafter: the "**Services**"), as well as to define the rights and obligations of the parties in this context. In particular, they are accessible and printable at any time by a direct link at the bottom of the home page of the site www.groover.co (hereinafter: the "**Site**"). They may be supplemented, if necessary, by terms of use specific to certain Services. In case of contradiction, the special conditions prevail over these general conditions.

2. Operator of the Site and Services

The Services are accessible through the Site. The Site and the Services are operated by GROOVER, SAS with share capital of 8029 euros, registered in the LISIEUX Trade and Companies Register under no. 835 329 699, whose registered office is located at RD 20 La Forge 14800 Vauville (hereinafter: "**Groover**").

Groover can be contacted at the following coordinates:

- Mailing address: Groover - RD 20 La Forge, 14800 Vauville, France
- E-mail address: support@groover.co

3. Site Operation and Definitions

3.1. Site Operation

The Site allows artists (and their representatives) (hereinafter: the "**Customers**") to send music to media, labels and musical influencers (hereinafter: the "**Musical Influencers**") in order to obtain feedback on their music (hereinafter: the "**Feedbacks**").

3.2. Definitions

Customer: designates any legal or physical person using the Site in order to send music to Musical Influencers. These may be musical artists, artists' representatives or any other User who wishes to send a piece of music to www.groover.co.

Piece: it is the part or the totality of a musical work of which the Customer holds the exploitation rights.

Link to a Piece: designates a link to an external service hosting the Piece and allowing you to listen to it freely and without charge (e.g. Youtube, Soundcloud, Bandcamp - non-exclusive list) and/or from a player integrated on the Site. These links may be public or private. Links to a Piece fall within the scope of article 19, detailing the use of third-party services.

Feedback: means the written feedback of at least 15 words given by a Musical Influencer to a Customer on his music.

Grooviz: refers to the tokens that can be used on the Site that allow the Musical Influencers to be remunerated for their writing of Feedback(s). Customers must purchase Grooviz in order to send their Piece to Musical Influencers. The Grooviz can be converted into Euros or into any other type of remuneration offered on the Site when they are converted by Musical Influencers from their Personal Space.

Musical Influencer: refers to the media, blogs, playlists, independent journalists, labels and bookers (non-exhaustive list) - approved by Groover - who may provide Feedback to Customers on the Music Pieces they receive. In order to convert its Grooviz into Euros, the Musical Influencer must be a legal entity, which has the status of micro-entrepreneur (auto-entrepreneur), company or association.

Invoicing Mandate: means the invoicing mandate concluded between the Musical Influencer and Groover under the terms of which the Musical Influencer agrees to entrust Groover, in compliance with the applicable rules, with the preparation and issue of its invoices relating to its activity on the Site.

MangoPay: means one of the secure payment services offered by Groover to Users.

Services : means all the services provided by Groover on the Site, and in particular, the service enabling Customers to send their Songs to Musical Influencers and to obtain Feedback, the service making available musical content, articles and playlists, the service enabling Customers to send their Songs to participate in events, the music discovery service for Musical Influencers, the service for providing billing tools and payment methods, as well as services designed to assist the Client in the search for and selection of Musical Influencers to send a Piece of Music.

Site: refers to the website whose address is www.groover.co.

Users: refers to Musical Influencers and Clients.

4. Access to the Site and Services

The Services are accessible to Users, subject to the restrictions provided on the Site:

- to any natural person with full legal capacity to commit under these terms and conditions. The natural person who does not have full legal capacity can access the Site and Services only with the agreement of his legal representative;
- to any legal entity acting through a natural person having the legal capacity to contract in the name and on behalf of the legal entity.

5. Acceptance of the general terms and conditions

Acceptance of these terms and conditions is materialized by a checkbox (with a link to these terms and conditions) when creating an account on the Site. This acceptance can only be full and complete. Any conditional membership is considered null and void. The User who does not agree to be bound by these general terms and conditions must not use the Services.

6. Registration on the Site

6.1. The use of the Services requires that the User registers on the Site, by filling out the account creation form provided for this purpose. The User must provide all the information marked as mandatory (indicated with asterisks). Any incomplete registration will not be validated.

Prior to its validation, the Musical Influencers registration is examined by Groover. The application for registration is assessed according to the following criteria:

- the presence of the Musical Influencer on social networks and his influence in the music world,
- The Musical Influencer must be a producer of quality content (strong editorial and aesthetic line, content content content recognized in the musical ecosystem, serious and rigorous publication, etc.),
- the Musical Influencer must be active in his field of activity (frequent publication or accompaniment of artists, concrete operational activity, etc.).

Groover reserves the right to refuse any application for registration, at its own discretion and without the Musical Influencer being able to claim any compensation for this.

6.2. To notify the User of the validation of his registration, Groover sends him a confirmation email. Once registration has been confirmed, an account will be opened in the User's name (hereinafter: the "**Account**"), giving the User access to a personal space (hereinafter: the "**Personal Space**") which will enable the User to manage his use of the Services in a form and using technical means that Groover deems most appropriate for the provision of the Services.

The User guarantees that all the information he or she provides in the registration form is accurate, up to date and truthful and is not misleading. He or she undertakes to update this information in his or her Personal Space in the event of any changes, so that it always corresponds to the above-mentioned criteria. The User is informed and accepts that the information entered for the purpose of creating or updating his Account is proof of his identity. The information entered by the User commits him/her as soon as it is validated.

6.3. The User may access his Personal Space at any time after having identified himself using his login and password. The User undertakes to use the Services personally and not to allow any third party to use them in his place or on his behalf, unless he bears full responsibility for them. The User agrees not to create and use more than one personal Account per User on the Site.

6.4. The User is likewise responsible for maintaining the confidentiality of his or her login and password. He must immediately contact Groover at the contact details mentioned in Article 2 hereof if he notices that his Account has been used without his knowledge. He acknowledges Groover's right to take all appropriate measures in such a case.

7. Description of Services

The User has access to the Services described on the Site, in a form and with the functionalities and technical means that Groover deems most appropriate. The Site operated by Groover operates as follows:

7.1. For Customers :

- Groover offers a list of Musical Influencers (media, blogs, playlists, independent journalists, labels and bookers ... without this list being exhaustive) to which the Customer may send one or more of his Piece(s) or those of one or more artists he represents (for agents, managers, press attachés or other artist representatives). The Songs are sent via Links to a Song/Piece.

- Customers can purchase Grooviz to send their Piece(s) to the Musical Influencers of their choice.
- By sending his Piece(s) to Musical Influencer(s) on the Site, the Customer receives Feedback on his Piece(s) from the selected Musical Influencer(s). If the Customer does not receive Feedback within one week after the Song has been sent to one or more Influencer(s), the Customer will be automatically re-credited in Grooviz with the amount spent to contact the Influencer(s) in question who did not respond within the specified time period.
- Customers may also apply to participate in events (concerts, etc.) presented on the Site, by sending their Piece(s) to the Site free of charge. The Songs are also sent via Links to a Song/Bit. If the Customer is selected by the organizer of the event, the terms and conditions of the Customer's participation in the event will be set forth in a separate contract.

7.2. For Musical Influencers :

- Musical Influencers receive Piece(s) of music sent to them via the Site and displayed in their Personal Space.
- They can listen to the Piece(s) received from their Personal Space and give Feedback on the Piece(s) in question.
- Each time a Musical Influencer makes a Feedback on a Piece (which is then sent to the Customer who sent that Piece), he wins 1 Grooviz that can be viewed in his Personal Space balance. The Musical Influencer earns 1 Grooviz for each Feedback made regardless of whether or not he or she decides to share the Piece (on his or her media, social networks, etc.).
- From his Personal Space, the Musical Influencer can convert the Grooviz earned into euros or any other type of remuneration offered on the Site at the time of their conversion.

7.3. For all Users :

The User has a profile (hereinafter: the "**Profile**") that can be accessed and modified from his Personal Space. The Profile is completed by the User himself, or from information publicly available on the web, or from information collected during the use of the Services and which does not correspond to the framework of "personal data" as defined in [the Privacy Statement](#), unless

expressly authorized by the User. The information and data of the User's Profile will be publicly accessible by all visitors and Users of the Site.

8. Paid services

8.1. Awards

The price of the Services is indicated on the Site. Unless otherwise stated, it is expressed in euros and all French taxes included. Groover reserves the right, at its sole discretion and on terms and conditions of its sole discretion, to propose promotional offers or price reductions.

8.2. Price revision

The price of Services may be subject to revision by Groover at any time at its discretion. The User will be informed of this revision directly on the Site. Users who do not accept the new prices must terminate their use of the Services in accordance with the terms and conditions set forth in Article 20. Failing this, he will be deemed to have accepted the new prices.

8.3. Invoicing

Invoices are communicated to the User by any useful means. The User may obtain any invoice upon request addressed to the e-mail address support@groover.co.

The Musical Influencer expressly mandates Groover to issue, in his name and on his behalf, an invoice for his use of the Services.

Groover issues invoices using the billing information provided by the Musical Influencer at the time of registration and confirmed or updated at each payment request.

Invoices are edited and sent at the time of each request for payment made by the Musical Influencer.

8.4. Terms of payment

The terms of payment for the price of the Services are described on the Site. Payment is made by direct debit from the User's credit card number. The direct debit is implemented by the payment provider MangoPay, or by Paypal, which alone keeps the User's bank details for this purpose. Groover does not keep any bank details. The User warrants to Groover that he has the necessary authorizations to use the chosen method of payment. The User undertakes to take the necessary steps to ensure that the price of the Services can be debited automatically.

8.5. Payment delays and incidents

The User is informed and expressly accepts that any delay in payment of all or part of a sum due on its due date will automatically, without prejudice to the provisions of Article 14 and without prior formal notice :

- (i) the forfeiture of the term of all the sums due by the User and their immediate exigibility;
- (ii) the immediate suspension of the Services in progress until full payment of the totality of the sums due by the User ;
- (iii) invoicing to Groover :
 - a. for private individuals: late payment interest at a rate of 1.5 times (one and a half times) the legal interest rate, based on the amount of the total sums owed by the User.
 - b. for professionals: late payment interest at a rate of 3 (three) times the legal interest rate, based on the amount of the entire sums owed by the User and a flat-rate indemnity of 40 (forty) € for collection costs.

9. Express waiver of the right of withdrawal

Individual Users are informed that a right of withdrawal applies in principle to contracts for the provision of services concluded at a distance between a professional and a consumer, this right being to be exercised within 14 (fourteen) days from the conclusion of the contract.

However, they are expressly informed and accept that the Services are provided to them as soon as they are registered and are thus fully executed before the end of the withdrawal period referred to above. Consequently, they expressly waive their right of retraction, which may not be exercised, in accordance with Article L.221-28 of the Consumer Code.

10. Convention of proof

The User expressly acknowledges and accepts :

- (i) that the data transmitted by the User on the Site are proof of the reality of the operations carried out within the framework of the present document;
- (ii) that this data constitutes the only mode of proof admitted between the parties, in particular for the calculation of the sums due to Groover.

The User can access this data in his Personal Space.

11. Obligations of the User

11.1.10.1 Obligations common to all Users

Without prejudice to the other obligations set forth herein, the User agrees to comply with the following obligations:

- (i) The User undertakes, in his use of the Services, to respect the laws and regulations in force and not to infringe the rights of third parties or public order. In particular, the User is solely responsible for the proper completion of all formalities, in particular administrative, fiscal and/or social formalities, and for all payments of contributions, taxes or levies of any kind incumbent upon him/her, where applicable, in connection with his/her use of the Services. Groover may in no event be held liable in this respect.
- (ii) The User acknowledges having read on the Site the characteristics and constraints, in particular technical, of all the Services. He is solely responsible for his use of the Services.
- (iii) The User is informed and accepts that the implementation of the Services requires that he or she be connected to the Internet and that the quality of the Services depends directly on this connection, for which he or she is solely responsible.
- (iv) The User is also solely responsible for the relations that he or she may establish with other Users and the information that he or she communicates to them within the framework of the Services. It is incumbent upon him/her to exercise the appropriate prudence and discernment in these relations and communications. The User also undertakes, in his exchanges with other Users, to respect the usual rules of politeness and courtesy.
- (v) The User undertakes to make strictly personal use of the Services. Consequently, he shall refrain from assigning, conceding or transferring all or part of his rights or obligations hereunder to a third party in any manner whatsoever.
- (vi) The User undertakes to provide Groover with all information necessary for the proper performance of the Services. More generally, the User undertakes to cooperate actively with Groover for the proper performance of the Services.
- (vii) The User is solely responsible for the content of any kind (editorial, graphic, audiovisual or other, including the name and/or image possibly chosen by the User to identify him/her on the Site) that he/she disseminates as part of the Services (hereinafter referred to as: the "**Content**"). He guarantees Groover that he has all the rights and authorizations necessary for the distribution of this Content. He undertakes to ensure that the said Content is lawful, does not infringe public order, morality or the rights of third parties,

does not violate any legislative or regulatory provisions and, more generally, is not liable to give rise to any civil or criminal liability on the part of Groover.

The User thus refrains from diffusing, in particular and without this list being exhaustive:

- Content that is pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist,
- Counterfeit Content,
- Contents that are detrimental to the image of a third party,
- Content that is false, misleading or that proposes or promotes illegal, fraudulent or deceptive activities,
- Content harmful to third party computer systems (such as viruses, worms, Trojan horses, etc.),
- of the Contents on which they do not have the rights of exploitation,
- and more generally Content that may infringe the rights of third parties or be prejudicial to third parties, in any manner and in any form whatsoever.

- (viii) The User must take the necessary measures to safeguard by his own means the information in his Personal Space that he deems necessary, of which no copy will be provided to him.

11.2. Obligations specific to the Musical Influencer

- (i) Groover specifies that the Musical Influencer must either have the status of a company registered in the Trade and Companies Register, or have the status of an association, or have the status of a micro-entrepreneur (auto-entrepreneur) for Musical Influencers exercising their activity in France or equivalent for Musical Influencers exercising their activity outside France, in order to convert the Grooviz obtained on the Site into euros from its Personal Space (Balance). The Musical Influencer who does not yet have one of these statuses acknowledges that he may create an Account on the Website but that he will not be able to convert his Grooviz into euros as long as he does not have one of these statuses. Groover may accompany the Musical Influencer in the creation of his status by sending an e-mail to influencers@groover.co. The Grooviz can therefore be converted into euros subject to the condition precedent of the creation of one of the aforementioned statuses. The Musical Influencer has period of 365 (three hundred and

sixty-five) days after the creation of his Account to possess one of the aforementioned statuses.

The Musical Influencer expressly acknowledges and accepts that its inactivity on the Site and the absence of conversion of its Grooviz for a period of 365 (three hundred and sixty-five) consecutive days, will be considered as an intentional abandonment of its Grooviz balance constituting a remission of debt, as defined in article 1350 and following of the Civil Code.

- (ii) In order to use the Services related to the conversion of Grooviz into Euros, the Musical Influencer agrees to enter into a Billing Mandate with Groover. The Musical Influencer is also required to indicate on the Site all necessary information and to upload on the Site all administrative documents required to satisfy the legal obligations in force as well as the rules of transparency (Know Your Customer), in particular within the framework of the obligation of vigilance or to avoid any fraud.
- (iii) The Musical Influencer acknowledges and accepts that Groover reserves the right to delete its Account and its access to the Site, in the event of failure in the context of its use of the Services to comply with one of the Site's registration criteria set forth in Article 6.
- (iv) L'Influenceur Musical undertakes to respect, throughout the duration of its registration on the Site, the charter of Influenceur Musical accessible on the Frequently Asked Questions (<https://help.groover.co/>) on the Site.
- (v) The Musical Influencer acknowledges and accepts that the Services offered by Groover subject Musical Influencers to specific obligations, in particular with regard to tax and social security. In order to know the obligations incumbent upon them according to their own situation, Musical Influencers are invited to consult the sites and practical information sheets put on line by the French Treasury and Social Security and accessible at the links below:
 - Tax obligations
<https://www.impots.gouv.fr/portail/node/10841>
<https://www.impots.gouv.fr/portail/particulier/questions/comment-declarer-les-revenus-provenant-de-mon-activite-de-micro-entrepreneur>
 - Social obligations
<http://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>

Groover reminds Musical Influencers that they have fiscal (VAT, taxes, etc.) and social (URSSAF, etc.) obligations applicable to them, regardless of their place of residence, relating to their activities, in particular in connection with transactions carried out through the Site and all income resulting therefrom. The Musical Influencer acknowledges that the tools and technical means made available by Groover do not exonerate it from its responsibility with respect to the legal obligations incumbent upon it. In particular, he acknowledges that he retains full responsibility for his legal and fiscal obligations with respect to invoicing for the original initial and/or corrective invoices issued in his name and on his behalf by Groover, in particular with respect to his VAT declaration and payment obligations, in accordance with the Invoicing Mandate.

- (vi) The Musical Influencer shall not, in the context of his Feedback, mislead the Customer, make copy-paste of the same Feedback for several Customers, or offer commercial services or promote the commercial site of a third party within a Feedback .

12. User Warranties

12.1. Guarantees common to all Users

- (i) The User indemnifies Groover against any and all complaints, claims, actions and/or demands whatsoever that Groover may suffer as a result of the User's breach of any of its obligations or warranties under these terms and conditions.
- (ii) The User undertakes to compensate Groover for any prejudice it may suffer and to pay all costs, charges and/or sentences it may have to bear as a result.

12.2. Customer-specific guarantees

The Customer warrants to Groover that he or she owns the rights to the Piece he or she wishes to send to the Musical Influencers of his or her choice.

13. Prohibited behaviours

13.1. It is strictly forbidden to use the Services for the following purposes:

- engaging in activities that are illegal, fraudulent or that infringe the rights or safety of third parties,
- breach of public order or violation of the laws and regulations in force,
- Intrusion into a third party's computer system or any activity that could harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security,
- the sending of unsolicited emails and/or commercial canvassing or solicitation,
- Manipulations intended to improve the referencing of a third party site,
 - aiding or inciting, in any form and in any manner whatsoever, one or more of the acts and activities described above, - and more generally any practice diverting the Services for purposes other than those for which they were designed.

13.2. It is strictly forbidden for Users to copy and/or divert for their own purposes or those of third parties the concept, technologies or any other element of the Site.

13.3. The following are also strictly prohibited:

- (i) any behaviour of such nature as to interrupt, suspend, slow down or prevent the continuity of the Services,
- (ii) any intrusions or attempted intrusions into Groover's systems,
- (iii) any misappropriation of the Site's system resources,
- (iv) any action likely to impose a disproportionate burden on the latter's infrastructure,
- (v) any breaches of security and authentication measures,
- (vi) any acts that may harm the financial, commercial or moral rights and interests of Groover or users of its Site, and more generally (vii) any breach of these terms and conditions.

13.4. It is strictly forbidden to monetize, sell or concede all or part of the access to the Services or to the site, as well as to the information hosted and/or shared therein.

14. Penalties for non-compliance

In the event of a breach of any of the provisions of these terms and conditions, or more generally, a breach of applicable laws and regulations by a User, Groover reserves the right to take any appropriate action, including but not limited to :

- (i) suspend or terminate the access to the Services of the User, author of the breach or infringement, or having participated in it,
- (ii) delete any Content posted on the Site,
- (iii) publish on the Site any informational messages Groover deems useful,
- (iv) notify any authority concerned,
- (v) initiate any legal action.

15. Groover's liability and warranties

15.1 Groover undertakes to provide the Services diligently and in accordance with the rules of art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which Users expressly acknowledge and accept.

15.2 Groover has no knowledge of the Content put online by Users within the framework of the Services, on which it does not carry out any moderation, selection, verification or control of any kind and in respect of which it only acts as a hosting provider. Consequently, Groover may not be held liable for the Content, the authors of which are third parties, and any claim should be directed in the first instance to the author of the Content in question. Groover may be notified of Content that is prejudicial to a third party in accordance with the terms of Article 6 I 5 of Law 2004-575 of 21 June 2004 on confidence in the digital economy, and Groover reserves the right to take the measures described in Article 14.

15.3 Groover declines all responsibility for any loss of information accessible in the User's Personal Space, as the User must save a copy and may not claim any compensation in this respect.

15.4 Groover undertakes to carry out regular checks to verify the operation and accessibility of the Site. In this respect, Groover reserves the right to interrupt access to the Site temporarily for maintenance purposes. Similarly, Groover may not be held liable for momentary difficulties or impossibilities in accessing the Site due to circumstances beyond its control, force majeure as defined in Article 1218 of the French Civil Code, or due to disruptions in telecommunications networks.

15.5 Groover does not warrant to Users that

(i) that the Services, which are subject to constant research in order to improve their performance and progress, will be completely free of errors, defects or faults,

(ii) that the Services, being standard and in no way offered solely to a given User according to his or her own personal constraints, will specifically meet his or her needs and expectations.

15.6 In any event, Groover's liability hereunder is expressly limited to the direct damage suffered by the User.

16. Intellectual Property

16.1 The systems, software, structures, infrastructures, databases and content of all kinds (texts, images, visuals, music, logos, trademarks, databases, etc.) used by Groover within the Site are protected by all intellectual property rights or database producer rights in force. Any disassembly, decompilation, decryption, extraction, reuse, copying and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of Groover is strictly prohibited and may be subject to legal proceedings.

16.2 The Site is the exclusive property of Groover and is protected by copyright, trademark, trade secret and other laws. Groover owns and retains all rights in the Content and Services. Groover hereby grants the User a limited, revocable and non-sublicensable license to reproduce and display the Content of the Site (excluding any software code), solely for the User's personal use in viewing and using the Site.

Groover grants the Musical Influencer a limited, revocable and non-sublicensable license to reproduce the code of the Groover widget, solely for the purpose of displaying said widget on the Musical Influencer website. The Musical Influencer is solely responsible for the installation and implementation of this widget on its site. Groover shall in no way be held liable for any temporary difficulties or impossibilities in accessing the Musical Influencer site that may arise from the installation or implementation of the widget.

16.3 The User grants Groover a free, non-exclusive and sub-licensable license to use, modify, publicly display, reproduce and distribute on www.groover.co and on partner sites the Content that he publishes on www.groover.co, in particular the information in his Profile, the Pieces and the Feedbacks. This license terminates at the time the User removes his Content from www.groover.co. Where applicable, Groover undertakes that the partner sites will also delete this content as soon as possible.

In particular, Customer grants Groover a royalty-free license to the following rights:

- the right to reproduce, fix, download, allow downloading, compress for the purposes of exploitation and execution of the Services the Characters and associated Content (such as covers, images, videos of the Characters), free of charge or for a fee, in whole or in part, in any format, on

any medium, in particular electronic, digital, computer or videographic and by any material or immaterial process, whether these media and processes are existing or future, foreseeable or unforeseeable;

- the right to represent and publicly communicate the Characters and the associated Content, in whole or in part, free of charge or for a fee, in any physical or intangible place, through any media, any networks and any means of distribution, of any nature whatsoever, existing or future, foreseeable or unforeseeable, such as, without this list being exhaustive, communication networks including the Internet and mobile telephony, public screening, television, radio broadcasting or posting;

16.4 With respect to the Feedback(s) made by Musical Influencer(s) and received by Clients, the Musical Influencer(s) grants, free of charge, a right to use the Feedback(s) made:

- to the Customer, who may reuse them, by any means and on any medium, for commercial purposes and to promote his musical career and his Pieces.
- to Groover, who may use them, by any means and on any medium, for the purposes of promoting the Site, the Customer and Groover, as well as for recommending Customers to third parties.

He waives the right to ask Groover for any remuneration, royalties, indemnity or financial compensation in this respect.

17. Personal data

Groover has a policy for the protection of personal data, the characteristics of which are explained in the document entitled "Privacy Policy", which the User is expressly invited to read on the Site.

18. Advertising

Groover reserves the right to insert on any page of the Site and in any communication to Users any advertising or promotional messages in a form and under conditions of Groover's sole discretion.

19. Links and Third Party Sites - Use of Third Party Services

19.1 In conjunction with the Services, Groover may provide links to third party sites and is not responsible for any omissions, actions or errors made by such third party services. Groover provides these links to facilitate the use of the Site by Users. Groover does not operate or control in any way the information, software, products or services available on third party sites. The inclusion by

Groover of a link to a website does not imply endorsement of the services of the site, its content, or the organization that owns and/or finances it.

19.2 Groover may not be held liable for the technical availability of websites or mobile applications operated by third parties (including any partners) to which the User may have access through the Website. Groover assumes no responsibility for the content, advertising, products and/or services available on such third party websites and mobile applications, which are governed by their own terms of use. Nor is Groover liable for any transactions between the User and any advertiser, professional or merchant (including any partners) to whom the User may be directed through the Site and Groover shall not be involved in any dispute with such third parties concerning the delivery of products and/or services, warranties, representations and other obligations of any kind to which such third parties may be subject.

20. Duration of Services, unsubscription

Registration on the Site is for an indefinite period of time. The User may unsubscribe from the Site at any time by sending a request to this effect to Groover by email, to the address mentioned in Article 2 or directly from his Personal Space. Unsubscription is effective immediately. It entails the automatic deletion of the User's Account.

If the Musical Influencer is inactive on the Site for a period of 7 (seven) days, his Account will be temporarily suspended and he will no longer be able to receive Pieces. The Musical Influencer may reactivate his Account at any time, by reconnecting to the Site to receive new Songs.

If the Musical Influencer is inactive on the Site for a period of 365 (three hundred and sixty-five) consecutive days, Groover reserves the right to delete its Account.

If the Musical Influencer makes a request to unsubscribe, he may also request the conversion of his Grooviz as long as he meets the obligations detailed in article 11.2 of this document and the Musical Influencer has not been inactive for more than 365 days.

21. Modifications

Groover reserves the right to modify these terms and conditions at any time. The User will be informed of these modifications by any useful means, at least 15 (fifteen) days before they come into force.

Any User who does not accept the modified general terms and conditions must unsubscribe from the Services in accordance with the terms and conditions set forth in Article 20. Any User who uses the Services after the modified general terms and conditions come into force is deemed to have accepted these modifications.

22. Mediation

The User has the right to have recourse, free of charge, to a consumer mediator with a view to the amicable resolution of any dispute relating to the execution of the present document which may oppose Groover, under the conditions provided for in Articles L611-1 et seq. and R612-1 et seq. of the French Consumer Code.

For this purpose, he can contact the following consumer ombudsman:
Center for Mediation and Amicable Settlement of Judicial Officers (Medicys)
Mailing address: 73 Boulevard de Clichy, 75009 Paris
E-mail address: contact@medicys.fr
Telephone: 01 49 70 15 93

23. Language

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation shall be the French language in the event of a contradiction or dispute as to the meaning of a term or provision.

24. Applicable law and jurisdiction

The present general conditions are governed by French law. In the event of a dispute as to the validity, interpretation and/or execution of these general conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction, unless mandatory procedural rules to the contrary exist.

25. Coming into force

The present general terms and conditions came into force on 02/01/2021.