



General and specific conditions of MySabam for Sabam's shareholders, for rightholders who have applied for membership as well as for shareholders who have resigned:

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I. General conditions of MySabam for Sabam's shareholders, for rightholders who have applied for membership as well as for shareholders who have resigned

1. Subject of the general conditions

The general conditions are applicable to all current and future online services offered by MySabam to Sabam's shareholders, to intellectual rightholders having applied for membership as well as to shareholders having resigned.

2. General Rules

Subject to modifications foreseen in the specific conditions related to MySabam due to the necessary adaptation of Sabam's General Rules to new technologies, all provisions of Sabam's Articles of Association and General Rules remain fully applicable.

3. Privacy Protection

Sabam, the applicant and any user of the service undertake to guarantee that any transfer and processing of personal data comply with the Belgian law on the protection of privacy with regard to the processing of personal data as well as with all additional conditions provided for by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Sabam's "Privacy Policy" can be consulted at following address: <https://www.sabam.be/fr/privacy-policy>. The person concerned can obtain further information about this regulation and the exercise of his/her rights by contacting our Data Protection Officer per e-mail to dpo@sabam.be.

4. Definition

The "applicant" is every Sabam shareholder or resigning shareholder, legal or natural person, who wishes to use MySabam.

The "applicant" is also every shareholder having resigned from Sabam, legal or natural person, or every right owner, legal or natural person, who has applied for membership and who wishes to use the services that are available to him/her via MySabam.

The "representative" is the natural person appointed by the applicant-legal person who is entitled to commit the latter and who has access to MySabam.

The "persons attached to the applicant" are other natural persons appointed by the representative who are also entitled to use MySabam on the account of the applicant-legal person.

The "users" are all the natural persons who have access to the service(s) of MySabam concerned.

5. Representation of the applicant-legal person and appointment of other persons attached to the applicant

To have access to the services of MySabam, the applicant must accept the general and specific conditions related to MySabam. To this end, the applicant-legal person must be represented by one single natural person.

When the applicant is a legal person with the capacity of intellectual right owner, only the author and/or the composer can be appointed as a representative of the applicant and can, on the latter's behalf, apply for registration with MySabam.

When the applicant is a legal person who has the capacity of publisher, only a natural person with the capacity of director or general manager, and legally and statutorily entitled to commit the legal person, can be appointed as representative of the applicant and will be entitled to apply for registration with MySabam on the applicant's behalf. The applicant-legal person undertakes to inform Sabam in writing of any statutory change and will forward a copy of the modification of its Articles of Association as well as of the modification as to the legal and statutory representation of the applicant.

The representative can appoint other persons who are related to the applicant so that they also have access to the MySabam on behalf of the applicant. Only natural persons who have the capacity of either director or general manager or member of the applicant's staff may be appointed.

The applicant, his representative and other persons related to the applicant undertake to respect these registration

conditions and are the only persons liable for the respect of these conditions. Sabam disclaims any responsibility on this matter.

Sabam nevertheless always reserves the right to check the relationship between the applicant, his representative and the other persons attached to the applicant as well as the right to ask additional information on the legal person's statutes, its legal representation and its organization chart.

Sabam also reserves the right to refuse registration of an applicant-legal person in case there is not enough evidence as to the person entitled to represent this legal person, as well as the right to refuse the appointment of certain persons attached to the applicant in case there is not enough evidence as to the existing relationship between the latter and the legal person or in case of a request from Sabam that is considered as improper. The applicant will be informed thereof by e-mail.

6. Modification in the representation of the applicant-legal person

The representative of the applicant-legal person can use MySabam within the limits of the specific conditions and this as long as the applicant has not informed Sabam in writing of any change.

In case an applicant wishes to withdraw the right to use the online services offered by MySabam from his representative, he is obliged to inform Sabam thereof in writing at the latest 15 days before the date on which the applicant wishes his representative's access to be disabled. The latter will then disable the representative's access to MySabam. In that case, the applicant has to apply for a new registration with MySabam.

Sabam is not liable for the use of MySabam by the appointed representative if it has not been informed of a change in writing and in due time by the applicant.

7. Modification in the appointment of the persons attached to the applicant-legal person

The persons attached to the applicant and appointed by the representative can use MySabam within the specific conditions as long as the representative has not deprived them of their access to these online services.

In case the applicant and/or the representative wish(es) to withdraw one or more persons attached to the applicant who have been appointed, of the right to use MySabam, the representative is obliged to adapt his MySabam account by removing the name(s) of the person(s) concerned. This (These) person(s) will be automatically deprived of the right to use these services.

Sabam disclaims any responsibility as to the use of MySabam by the persons attached to the applicant if the applicant's representative has not deprived them in due time of the right to use these services. Only the applicant and the representative will be liable for this.

8. The e-mail address

In order to register with and to use MySabam, users must have an e-mail address. Any modification of the e-mail address must be communicated to Sabam. Sabam cannot be held responsible if MySabam is not operational due to a change of e-mail address that has not been communicated to it. These data will be dealt with by Sabam in accordance with its "Privacy Policy" (available on www.sabam.be).

9. Password

In order to get access to MySabam, users must have a password. To this end, the applicant must enter his data as well as - if he is a legal person - his representative's data. The representative can afterwards also enter the data of other persons attached to the applicant so that they get access to the MySabam. When these data are personal, they will be dealt with by Sabam in accordance with its "Privacy Policy" (available on www.sabam.be).

Sabam reserves the right to refuse the access to MySabam. This refusal will be communicated by e-mail to the applicant. Sabam also reserves the right to limit access to certain services of MySabam and will inform the applicant thereof by e-mail.

10. Procedure

After having filled out the registration form, the applicant - or if need be his representative - will receive via e-mail a preview of the data that he has communicated and which he has to confirm. This preview e-mail will be sent by Sabam to the address indicated by the applicant.

In order to receive the password, the applicant and - if need be - his representative will have to accept Sabam's privacy

policy, the present general and specific conditions of the various services of MySabam and the general terms and conditions of use and sales of the Sabam website. Acceptance of the applicant and - if need be - his representative supposes they have read and approved all these conditions.

As soon as the applicant and - if need be - his representative have accepted all these conditions, the user name and the password will be sent to them via e-mail to their e-mail address.

If the applicant is a legal person, his representative can - after accepting all these conditions - appoint other persons who are attached to the applicant. To this end, the representative will have to fill out an appropriate form with the personal data of these appointed persons. In order to receive their password, the persons attached to the applicant will have to accept the same conditions. Acceptance of these conditions by the persons attached to the applicant supposes they have read and approved all these conditions.

As soon as the persons attached to the applicant accept all these conditions, their user name(s) and their password(s) will be sent to them via e-mail to their e-mail address(es).

11. Use of the password

At the first use of one of these services, the user has to introduce the user name and password received from Sabam and he will be asked to replace this password by a new password of his choice. The user name and the password that he has chosen shall have to be introduced at each use of the services.

This password is strictly personal and cannot be communicated to third parties.

The applicant and users undertake to inform Sabam immediately if they have any reason whatsoever to believe their password is known by a third party or that it is being used in an unauthorized way. Sabam shall consequently block the access to MySabam linked with the concerned password. Sabam is not responsible if the applicant or users have not informed Sabam in time and if third parties have had access to MySabam with a usurped password.

The applicant and users are fully liable for the administration and the use of this password. Sabam cannot be held responsible if third parties would, by way of this password, use ill-advisedly the different services offered by MySabam.

12. Forgotten password

In case the user cannot recollect his password, the user has to ask via the website for a new password. To this end, the user has to enter his user name.

Sabam shall send the new password by e-mail to the user. Sabam can decide that the costs generated will be charged to the applicant.

In case a password is repeatedly forgotten, Sabam can decide to deprive the recurring user of the right to use MySabam and no longer grant him a new password. The applicant and the user will be informed thereof by registered letter.

13. Liability of the applicant and the users as to the non-compliance with the general and specific conditions of use of the various services of MySabam offered

The applicant and users are solely responsible for complying with the current general and all specific conditions of use of the various services of MySabam.

If Sabam notices that the applicant and users do not comply with the general conditions and/or the specific conditions for the use of the various services of MySabam, Sabam can withdraw the access to these services (or some of them) from them. The applicant and users will be informed thereof by registered letter. The withdrawal will come into force 15 days after the sending of the registered letter.

Sabam reserves moreover the right, if the applicant and the users do not respect the current general and/or specific conditions of use of the various services of MySabam, to exclude the applicant-shareholder of Sabam in accordance with its Articles of Association and its General Rules.

Furthermore, Sabam reserves the right to institute proceedings against the applicant and users for non-compliance with the present general and/or specific conditions of use of the various services of MySabam. The applicant and users will be informed thereof by registered letter.

14. Force majeure case

Sabam cannot guarantee the use of MySabam in case of force majeure. It shall in no way be liable under these circumstances.

Sabam however shall undertake all reasonable measures in order to address the situation.

15. Jurisdiction and applicable law in case of disputes

In case of a dispute, Belgian law will be applicable.

The qualified courts and tribunals are those of the jurisdiction of Sabam's registered office.

II. Specific conditions of the various services of MySabam for Sabam's shareholders, for the right owners having applied for membership as well as for the shareholders having resigned

A. MyAffiliation

1. Definition

The "MyAffiliation" service consists of allowing users to apply for affiliation to Sabam in accordance with Sabam's Articles of Association and General Regulations, in particular with regard to the conditions required to become a shareholder. This service also allows users to monitor the status of their application.

In order to access this service, the applicant must be either a rightholder applying for membership or a Sabam shareholder who has resigned.

2. Procedure

Users will have to identify themselves, fill in an affiliation application form, pay for the share and the administration fee, sign their affiliation and fiduciary assignment agreement and lastly receive the approval of Sabam which analyses whether the affiliation application meets the conditions of the Sabam Articles of Association and General Regulations.

In order to be able to pay for the share and the administration fee, users must have previously approved the general terms and conditions of use and sales of the Sabam website, in particular with regard to the payment conditions.

When the user becomes a shareholder, his access to the MyAffiliation service disappears.

3. Searchable data

The searchable data is only the data relating to the status of the affiliation application.

4. Responsibility of the applicant and users of this service

The applicant and users are solely responsible for the accuracy and compliance of the data provided as part of the affiliation application process.

Any incorrect or fraudulent application or attempt to apply for affiliation (e.g. fraudulent signature or payment) will lead to the blocking of access to "MyAffiliation" and/or to disciplinary sanctions in accordance with the Sabam Articles of Association.

If, as a result of an incorrect or fraudulent affiliation, Sabam incorrectly allocates rights to a rightholder, Sabam reserves the right to rectify the situation at the expense of the applicant and the users of this service. Sabam will not be required to make any refunds or corrections.

Fraudulent membership applications expose the applicant and users of this service to legal action as provided for by law.

5. The applicant and users' responsibility for non-compliance with the specific conditions of use

The applicant and users are solely responsible for compliance with, in addition to the general conditions set out in section I, these specific conditions for use of this service.

B. “MyWorx” Service

1. Definition

The “MyWorx” service consists in allowing users to declare online, in accordance with the provisions of Sabam’s Articles of Association and General Rules - among others as regards the distribution keys -, the works of which the applicant - to whom they are attached - is a right owner and so, due to technological evolutions, to replace the condition of the handwritten signature with the declaration of the works - provided for in Sabam’s General Rules - by a procedure in which a password is used, offering the same guarantees.

To have access to this service, the applicant must be a Sabam shareholder. A right owner who is applying for membership or a resigned Sabam shareholder has no access to that service.

2. The condition as to the signature

Further to the technological evolution, the condition of the handwritten signature with the declaration of the works - as provided for in Sabam’s General Rules - disappears within the framework of the online declaration of these works and is replaced by a procedure in which a password is used, offering the same guarantees.

3. The e-mail address

Sabam cannot be held responsible for failure to process the online declaration if it does not dispose of an accurate, updated and valid e-mail address for all right owners who have to confirm the online declaration by virtue of Sabam’s Articles of Association and General Rules.

4. Declaration procedure

a. Online declaration of a work with one single right owner - who has to confirm this declaration by virtue of the Articles of Association and the General Rules

After the online introduction of all data that Sabam needs - in accordance with its General Rules - for the documentation of the copyrighted work, the declaring user receives by e-mail an overview of the data as he has introduced them online. These data will only be introduced definitively in the database and can only be taken into account for the distribution of the authors’ rights if the declaration complies with Sabam’s Articles of Association and General Rules, among others as regards the distribution keys. The declaring user will receive confirmation thereof from Sabam via e-mail.

If the declaration does not comply with Sabam’s Articles of Association and General Rules, it will be cancelled. Consequently, the work in question will not be part of Sabam’s repertoire and cannot be subject to the collection of authors’ rights. The declaring user will be informed thereof by e-mail and the declaration of the work in question will have to be made correctly either via the “MyWorx” service or in writing.

b. Online declaration of a work with several right owners who have to confirm this declaration by virtue of the Articles of Association and General Rules

In the case of an online declaration of a work with several right owners, the possibility to declare online can only be used if all the right owners - who have to confirm this declaration by virtue of the Articles of Association and General Rules - also resort to this service and/or are also willing to use this service.

b.1. all right owners concerned by the work - who have to confirm the declaration by virtue of the Articles of Association and General Rules - use the “MyWorx” service and have already registered to this end

If all right owners concerned by the work - who have to confirm the declaration by virtue of the Articles of Association and General Rules - use the “MyWorx” service, the work in question must be declared only by one of these right owners concerned and this in accordance with the provisions of Sabam’s Articles of Association and General Rules, among others as regards the distribution keys. Each right owner concerned - who has to confirm the declaration by virtue of the Articles of Association and the General Rules - is informed of the declaration by one of the co-right owners via the e-mail address that he has mentioned and he will be asked to confirm this declaration. To this end, he will be asked to log into the system and confirm the documentation related to the declared work in question.

The data will only be introduced definitively in the database and can only be taken into account for the distribution of authors’ rights after receipt of all confirmations from the co-right owners concerned, who are also obliged to confirm by virtue of the Articles of Association and the General Rules, and this as far as the declaration complies with Sabam’s Articles of Association and General Rules, among others as regards the distribution keys. All parties concerned will be

informed thereof by e-mail.

If all right owners concerned by the declared work - who are obliged to confirm by virtue of the Articles of Association and General Rules - have not confirmed the declaration within 45 days as from the declaration and/or if the declaration does not comply with Sabam's Articles of Association and General Rules, it will be cancelled. Consequently, the work in question will not be part of Sabam's repertoire and cannot be subject to the collection of authors' rights. All parties concerned will be informed thereof by e-mail and the declaration of the work in question will have to be made correctly either via the "MyWorx" service or in writing.

b.2. all right owners concerned by the work - who have to confirm the declaration online by virtue of Sabam's Articles of Association and General Rules - do not use the "MyWorx" service

b.2.1. If all right owners concerned by the work - who have to confirm the declaration online by virtue of the Articles of Association and the General Rules - do not resort to the possibility to declare online but Sabam disposes for each of them of a correct and valid e-mail address, those will be informed of the declaration by e-mail. They will be asked to go through the above-mentioned registration procedure, after which they can also use the "MyWorx" service. After gaining access to the online registration application, the co-right owners concerned will have to confirm the declaration. The data will only be introduced definitively in the database and can only be taken into account for the distribution of authors' rights after receipt of all confirmations from the co-right owners concerned, who have this obligation to confirm by virtue of Sabam's Articles of Association and General Rules, and this as far as the declaration complies with Sabam's Articles of Association and General Rules, among others as regards the distribution keys. All parties concerned will then receive by e-mail a confirmation thereof from Sabam.

If all parties concerned by the declared work - who are obliged to confirm the online declaration by virtue of Sabam's Articles of Association or General Rules - have not confirmed the declaration within 45 days as from the declaration and/or if the declaration does not comply with Sabam's Articles of Association and General Rules, it will be cancelled. Consequently, the work in question will not be part of Sabam's repertoire and cannot be subject to the collection of authors' rights. All interested parties - who are also Sabam shareholders or who are applying for membership - will be informed thereof by e-mail and the declaration of the work in question will have to be made correctly either via the "MyWorx" service or in writing.

b.2.2. If the right owners concerned by the work - who are obliged to confirm the online declaration by virtue of Sabam's Articles of Association and General Rules - do not all use the "MyWorx" service and/or Sabam does not dispose for each of them of a valid and correct e-mail address, the declaration will be cancelled. Consequently, the work in question will not be part of Sabam's repertoire and cannot be subject to the collection of authors' rights. The user who made the declaration will be informed thereof by e-mail and the declaration will have to be made in writing.

5. Liability of the applicant and the users

Within the framework of this service, users have the right to only declare the works of which the applicant to whom they are attached is a right owner and this in a correct and exhaustive way.

Only the applicant and the users are liable as to the accuracy of the declarations and the originality of the works. Sabam can indeed not be held responsible for incorrect documentation of the works featured in the database further to incorrect or incomplete declarations. The applicant and the users therefore undertake, for each incorrectly documented work, that the documentation mistake be notified in writing to Sabam and that a new and accurate declaration of the work in question be sent to Sabam. This new declaration will have to comply with the Articles of Association and the General Rules and will have to be confirmed and/or signed by all parties concerned by this work that have the obligation to confirm/sign the declaration by virtue of Sabam's Articles of Association and General Rules.

Given that the users have the possibility to check at every moment the accuracy of the documentation of the applicant's works and to notify every mistake in writing, Sabam can therefore not be held responsible for a distribution mistake due to a documentation error caused by an inaccurate and incomplete declaration. Only the applicant and the users will be responsible.

Every declaration of (or attempt to declare) a work that is incorrect or incomplete will lead to the blocking of the access to the services of MySabam.

6. Liability of the applicant and the users as to non-compliance with the specific conditions of use

Only the applicant and the users are liable for complying - next to the general conditions laid down in title I - with the current specific conditions related to the use of this service.

C. “MyAgreements” Service

1. Definition

The “MyAgreements” service consists in allowing the users to declare, terminate and modify online, in accordance with the provisions of Sabam’s Articles of Association and General Rules - among others as regards the distribution keys -, the agreements in which the applicant - to whom they are attached - is a right owner and so, further to the technological evolutions, to replace the condition of the handwritten signature with the declaration of the agreements - provided for in Sabam’s General Rules - by a procedure in which a password is used, offering the same guarantees.

To have access to this service, the applicant must be a Sabam shareholder, publisher or subpublisher. The other shareholders, rightholders who have submitted a membership application and Sabam’s shareholders having resigned do not have access to this service.

The declaration of the works for which the agreement is valid is carried out in a second time via the “MyWorks” service.

2. The condition as to signature

Further to the technological evolution, the condition of the handwritten signature with the declaration of the agreements - as provided for in Sabam’s General Rules - disappears within the framework of the online declaration of these agreements and is replaced by a procedure in which a password is used, offering the same guarantees.

3. Declaration procedure

After the online introduction of all data that are necessary for the documentation of the agreement, the declaring user receives an overview of the data as he has introduced them online. These data will only be introduced definitively in the database and can only be taken into account for the distribution of the authors’ rights if the declaration is sent online and if it complies with Sabam’s Articles of Association and General Rules. The declaring user will be able to check the processing steps of his declarations via this same service.

If the declaration does not comply with Sabam’s Articles of Association and General Rules, it will not be processed. Consequently, the agreement in question will not be entered in Sabam’s database and cannot be taken into account for the declaration of the works and hence for the distribution of the authors’ rights. The declaring user will be informed thereof by e-mail and the declaration of the agreement in question will have to be made correctly either via the “MyAgreement” service or in writing.

The applicant or the users are obliged to declare the termination or the modification of the agreements.

4. Liability of the applicant and the users

Within the framework of this service, the applicant and the users only have the right to declare/modify/terminate the agreements in which the applicant - to whom they are attached - is a right owner, and this in a correct and exhaustive way.

Only the applicant and the users are liable as to the accuracy of the declarations. Sabam can indeed not be held responsible for incorrect documentation of the agreements featured in the database further to incorrect or incomplete declarations. The applicant and the users therefore undertake, for each incorrectly documented agreement, that the documentation mistake be notified in writing to Sabam and that a new and accurate declaration of the agreement in question be sent to Sabam. This new declaration will have to comply with Sabam’s Articles of Association and General Rules.

The applicant and the users are therefore solely liable to notify the termination or the modification of the agreements. Sabam cannot be held responsible for the incorrect documentation of the agreements further to a failure as to the obligation to declare the termination or modification of the agreements.

Given that the users have the possibility to check at every moment the accuracy of the documentation of the applicant’s agreement and to notify every mistake, Sabam can therefore not be held responsible for a distribution mistake due to a documentation error caused by an inaccurate and incomplete declaration. Only the applicant and the users will be responsible.

Every declaration of (or attempt to declare) an agreement that is incorrect or incomplete will lead to the blocking of the access to the services of MySabam.

5. Liability of the applicant and the users as to non-compliance with the specific conditions of use

Only the applicant and the users are liable for complying - next to the general conditions laid down in title I - with the current specific conditions related to the use of this service.

D. “MyProfile”, “Surf & Search” and “LookUpAgreements” Services

1. Definition

The “MyProfile” service consists in allowing users to consult and partially modify online the applicant’s IP data that are registered in the SIS database.

The “Surf & Search” service consists in allowing the users to consult online Sabam’s repertoire, the list of works of Sabam’s repertoire, the data related to the works of which the applicant to whom they are attached and/or, subject to the conditions mentioned in point 3 below, one of the publishing funds managed by the latter is a right owner.

To have access to these two above-mentioned services, the applicant must be a Sabam shareholder or a shareholder who has resigned. Rightholders who have merely submitted a membership application do not have access to these services.

The “LookUpAgreements” service consists in allowing the users to consult online the list of the agreements and the data related to these agreements in which the applicant - to whom they are attached - is a right owner.

To have access to this service, the applicant must be a Sabam shareholder. Sabam shareholders who have resigned or rightholders who have submitted a membership application do not have access to this service.

2. Consultable data

The accessible data are the applicant’s IP data such as they are registered in the SIS database, the list of works of Sabam’s repertoire, the list of agreements as well as the data related to the works and agreements as they have been registered in the SIS database.

Given the professional secrecy that Sabam is obliged to respect by virtue of article XI. 281 of Book XI “Intellectual Property” of the Code of Economic Law, and taking into account the legislation on the protection of personal data privacy, Sabam reserves the right to decide autonomously which IP data and which data as to the works and agreements it puts online at the users’ disposal. Sabam also reserves the right to extend or restrict the scope of these data.

As regards the IP data, users will only have access to IP data of the applicant - to whom they are attached - because of the legal obligations as to privacy that Sabam is bound to respect.

As regards the list of works from Sabam’s repertoire, users will only have access to the titles of the works and to the names of the right owners thereof. As regards the data related to the works, users will only have access to the data related to the works of which the applicant and/or, subject to the conditions mentioned in point 3 below, one of the publishing funds managed by the latter is a right owner and this due to the legal obligations that Sabam has to respect as regards professional secrecy.

As regards the list of the agreements and the data related to these agreements, the users will only have access to the list and the data of the publishing and subpublishing agreements, in which the applicant is a right owner and this due to the legal obligations that Sabam has to respect as regards professional secrecy.

As regards the list of works/agreements from Sabam’s repertoire as well as the data related to the works/agreements, Sabam undertakes to respect the principle of confidentiality as to pseudonyms and/or other denominations used by the right owners - other than the applicant - concerned by the above-mentioned works. So, the users cannot establish any link between the pseudonyms and/or other denominations under which the co-right owners - i.e. the right owners other than the applicant - have declared a work and their patronymic names.

3. Conditions for getting access to the data related to the works of which a publishing fund administered by the applicant is a right owner

If the user wishes to access data related to the works of which one or several of the publishing funds administered by the applicant is (are) a right owner(s), it would be proper that:

1. the applicant be a publisher;
2. the applicant has signed an administration agreement with the publishing fund(s) concerned, which is still valid and of which Sabam has received a copy. An administration contract is a contract through which a publisher asks another publisher to care for the administration of the publishing rights of its entire publishing fund and this for the whole world;

3. the administration contract does not contain clauses that are contrary to the fact that the administering publishing fund can have access to the data related to the works of the administered publishing fund(s).

The applicant and the users undertake to respect these access conditions and are solely liable for compliance with these conditions. Sabam disclaims any liability as to the control of these access conditions.

Sabam however always reserves the right to control the list of the administered publishing fund(s) as regards the administration contracts that it possesses and to ask any additional information on this matter.

Sabam also reserves the right to refuse the applicant and the users access to the data related to the works of a publishing fund in case there is not enough evidence as to the administration by the applicant of the publishing fund concerned, in case of objection made by the publisher who has given his fund in administration, or in case of a request that is deemed improper by Sabam.

4. Period of validity of the list of administered publishing funds and conditions of modification of this list

The list of administered publishing funds mentioned in the previous point of the current specific conditions is valid as long as the applicant has not informed Sabam in writing of a change to this list.

In case one of the administration contracts intended for in the list mentioned in the previous point of the present specific conditions expires or is terminated or is modified, the applicant has the obligation to inform Sabam in writing thereof and this one month before the date of entry into force of the expiration, termination or modification of the contract. Sabam will then deprive the users concerned of access to all data related to the works of which the publishing fund concerned is a right owner.

Sabam disclaims any liability as to putting online at the users' disposal data related to the works of the administered publishing fund(s) if it has not been informed in writing and in due time by the applicant of the modification of the list of the administered publishing funds mentioned in the previous point of the current specific conditions. This written information must be communicated to Sabam at the latest one month before the date on which Sabam must withdraw access to all the data related to the works of the administered publishing fund(s) concerned.

5. Consultation

After entering the password, users receive access to the "MyProfile", "Surf & Search" and "LookUpAgreements" services. The users only have the right to consult the IP data accessible via these services and not the right to modify and/or consult other data, subject to certain IP data that can be modified directly online by the users under their own liability. Sabam reserves the right to decide autonomously which IP data can be modified online by the users.

The users have only the right to consult the list of works and agreements from the Sabam repertoire as well as the data of the works and agreements accessible via these services, and they do not have the right to modify and/or consult other data.

Any attempt to modify the data accessible via these services, which are in principle not modifiable by the users, and/or to consult other data will lead to the immediate blocking of the access to MySabam.

6. Liability of the applicant and the users as to the data accessible via these services

As regards the IP data accessible via these services, Sabam cannot be held responsible for the shortcomings and/or mistakes in the IP data that are featured in its database accessible via these services. Only the applicant and the users are liable for this. The applicant and the users undertake that all shortcomings, faults and/or errors related to these IP data be reported in writing to Sabam and/or modified directly online when this is authorized by the services. Given that the users have the possibility to check at any moment the accuracy, including the updating, of the IP data as well as to report in writing and/or - when this is authorized to modify online- any error, Sabam cannot be held responsible for an error or a distribution problem (including problems as to payment) if these errors related to the IP data accessible via these services have not been reported in writing to Sabam and/or modified directly online.

As regards the data accessible via these services that are related to the works and agreements, Sabam cannot be held responsible for shortcomings and/or mistakes in the documentation of the works and agreements featured in its database accessible via these services. Only the applicant and the users are liable for this. The applicant and the users undertake that all shortcomings, faults and/or errors related to the works and agreements to which the users have access be reported in writing/online to Sabam and that new and correct declarations of the works and agreements in question be sent to Sabam. These new declarations will have to be compliant with the Articles of Association and the General Rules and confirmed and/or signed by all parties that have that obligation by virtue of Sabam's Articles of Association and General Rules. Given that the users have the possibility to check at any moment the accuracy, including the updating, of the data related to the works and agreements as well as to report any error in writing/online, Sabam cannot be held

responsible for a distribution mistake or problem if these errors related to the works and agreements accessible via these services have not been reported in writing/online.

7. Confidentiality provision as to the data accessible via these services

The data accessible via these services are confidential. Users must keep these data confidential.

Sabam cannot be held responsible for non-compliance with the confidentiality by the users with regard to the data accessible via these services. The applicant and the users are solely responsible for this.

8. Liability of the applicant and the users for non-compliance with the specific conditions of use

The applicant and the users are solely responsible for compliance, in addition to the general conditions laid down in title I, with the current specific conditions related to the use of this service.

E. “Played & Paid” Service

1. Definition

The “Played & Paid” service consists in allowing the users to consult online the financial data related to the applicant and/or, subject to the conditions mentioned in point 3 below, those related to the administered publishing fund(s) for which the applicant has received the express authorization to receive these data.

To have access to this service, the applicant must be a Sabam shareholder or having resigned. Rightholders who have merely submitted a membership application do not have access to this service.

2. Consultable data

The consultable data are the financial data related to the applicant and/or, subject to the conditions mentioned in point 3 below, those related to the administered publishing fund(s) for which the applicant has received the express authorization to receive these data. These consultable data are established in such a way as to allow the users to visualize the forms related to the distribution operations that concern the applicant and/or, subject to the conditions mentioned in point 3 below, those related to the administered publishing fund(s) for which the applicant has received the express authorization to receive these data.

Given the professional secrecy that Sabam has to respect by virtue of article XI. 281 of Book XI “Intellectual Property” in the Code of Economic Law and taking into account the Belgian legislation on the protection of personal data privacy, Sabam reserves the right to decide autonomously about the data that it puts online at the users’ disposal. Sabam also reserves the right to extend or restrict the scope of these data.

Due to the legal obligations that Sabam has to respect as regards professional secrecy, users will only get access to the financial data that concern the applicant and/or, subject to the conditions mentioned in point 3 below, those data that concern the administered fund(s) for which the applicant has received the express authorization to receive these data. Moreover, as regards these data, Sabam undertakes to respect the principle of confidentiality related to the pseudonyms and/or other denominations used by the right owners - other than the applicant - involved in the works mentioned in the forms. So, the users cannot establish any link between the pseudonyms and/or other denominations under which the co-right owners - i.e. the right owners other than the applicant - have declared a work and their patronymic names.

3. Conditions for getting access to the financial data of a publishing fund administered by the applicant

If the applicant wishes access to the financial data related to one or several publishing funds administered by the applicant, it would be proper that:

1. the applicant be a publisher;
2. the applicant has signed an administration contract with the publishing fund(s) concerned, which is still valid and of which Sabam has received a copy. An administration contract is a contract through which a publisher asks another publisher to care for the administration of the publishing rights of its entire publishing fund and this for the whole world;
3. the administering publishing fund can get access to the financial data of the administered fund(s), including the underlying forms.
4. the applicant be in possession of a written authorization from the administered publisher in order to get access to

“Played & Paid” and so to the online financial data of the administered publisher. Sabam receives a copy thereof.

5. the applicant requests to get access to “Played & Paid” and so to the financial data of the publishing fund(s) that he administers. This request is made through a written communication to Sabam of the list of the administered publishing fund(s) for which the applicant has received an express authorization to consult “Played & Paid”. This request is accompanied by the copy of the written authorization provided for in point 4 of this article.

The applicant and the users undertake to respect these access conditions and are solely liable for compliance with these conditions. Sabam disclaims any liability as to the control of these access conditions.

Sabam however always reserves the right to control the list of the administered publishing fund(s) communicated by the applicant as regards the administration contracts and the authorizations that it possesses and to ask any additional information on this matter.

Sabam also reserves the right to refuse the applicant access to the financial data related to the works of a publishing fund in case there is not enough evidence as to the administration by the applicant of the publishing fund concerned, in case there is not enough evidence as to the authorization granted in order to get access to “Played & Paid”, in case objection made by the publisher who has given his fund in administration, or in case of a request that is deemed improper by Sabam.

4. Period of validity of the list, communicated by the applicant, of the administered publishing funds and conditions of modification of this list

The list of the administered publishing funds mentioned in the previous point of the current specific conditions and communicated to Sabam by the applicant is valid as long as the applicant has not informed Sabam in writing of a change to this list.

In case one of the administration contracts and/or written authorizations of the administered fund intended for in the previous point of the current specific conditions expires or is terminated or modified, the applicant has the obligation to inform Sabam in writing thereof and this one month before the date of entry into force of the expiration, termination or modification of the agreement and/or the written authorization. Sabam will then deprive the users concerned of the access to all financial data related to the publishing fund concerned.

Sabam disclaims any liability as to putting online at the users’ disposal financial data related to the administered publishing fund(s) if it has not been informed in writing and in due time by the applicant of the modification of the list of the administered publishing fund(s) and/or written authorizations mentioned in the previous point of the current specific conditions. This written information must be communicated to Sabam at the latest one month before the date on which Sabam must withdraw the access to all financial data related to the administered publishing fund(s) concerned.

5. Consultation

After having put in the password, the users receive access to the “Played & Paid” service.

The users have only the right to consult the data that are accessible via this service and not the right to modify and/or consult other data.

Any attempt to modify the data accessible via this service and/or to consult other data will lead to the immediate blocking of the access to the services of MySabam.

6. Confidentiality provision as to the data accessible via this service

The data accessible via this service are confidential. The users have to keep these data confidential.

Sabam cannot be held responsible for the absence of respect of the confidentiality by the users with regard to the data accessible via this service. The applicant and the users are exclusively responsible for this.

7. Liability of the applicant and the users for the absence of respect of the specific conditions of use

The applicant and the users are exclusively responsible for also respecting, next to the general conditions laid down in title I, the current specific conditions related to the use of these services.

F. “Played & Unpaid” Service

1. Definition

The “Played & Unpaid” service consists in allowing users of MySabam to consult online the list of all the titles of works that have been exploited by third parties but for which Sabam does not dispose of a declaration so that the applicants

can afterwards declare the possible so far undeclared works of which they would be the right owners.

To have access to this service, the applicant must be a Sabam shareholder. Rightholders who have submitted a membership application or shareholders who have resigned do not have access to this service.

2. Consultation

After entering the password, the users receive access to the “Played & Unpaid” service.

The users have only the right to consult the data accessible via this service and not the right to modify and/or consult other data.

Any attempt to change the data accessible via this service and/or to consult other data will lead to the immediate blocking of access to MySabam.

3. Confidentiality provision as to the data accessible via this service

The applicant and the users undertake not to print the “Played & Unpaid” list neither to communicate it by other means to third parties.

The applicant and the users undertake not to bypass the technical protection measures that Sabam would have taken.

The data accessible via this service are confidential. The users must keep these data confidential.

Sabam cannot be held responsible for non-compliance with confidentiality by the users as regards the data that are accessible via this service. Only the applicant and the users will be responsible for this.

4. Obligations of the applicant and the users as to the data accessible via this service and liability of the latter regarding these obligations

The applicant and the users undertake that all titles of the works that are accessible via this service - of which the applicant and/or one of the publishing funds administered by the latter is one of the right owners and can prove this capacity - be declared to Sabam. In case the applicant is one of the right owners of a work, the applicant and the users undertake to declare this work and this in accordance with Sabam’s Articles of Association and General Rules. This declaration will have to be confirmed and/or signed by all the parties that have that obligation by virtue of the Articles of Association and the General Rules. In case one of the publishing funds administered by the applicant is one of the right owners of a work, the applicant and the users undertake that the right owner whose fund is administered by the applicant declares the work and this in accordance with Sabam’s Articles of Association and General Rules. This declaration will have to be confirmed and/or signed by all the parties that have that obligation by virtue of the Articles of Association and the General Rules.

Sabam reserves the right to check the right owner’s capacity of the applicant and/or administered publishing fund of a work mentioned in the “Played & Unpaid” list as well as to ask evidence of this capacity and/or additional information. Sabam reserves the right to refuse the declaration of a work coming from the “Play & Unpaid” list in case there is not enough evidence as to the right owner capacity of the applicant.

Any attempt to declare a work coming from the “Play & Unpaid” list and of which the applicant would not be the right owner will lead to the immediate withdrawal of the password(s) of the user(s).

The applicant and the users exempt Sabam from any liability in case a third party would declare later on the same work coming from the “Play & Unpaid” list as the work previously declared by them and, here, undertake to reimburse all authors’ rights that have been improperly received in the meantime.

5. Liability of the applicant and the users as to non-compliance with the specific use conditions

The applicant and the users undertake to engage their sole liability as to the compliance, next to the general conditions laid down in title I, with the current specific conditions related to the use of these services.

G. “MyTrax” Service

1. Definition of the service

“MyTrax”, the service for the digital uploading of Sabam’s repertoire, is implemented with a view to allowing Sabam to carry out a tracing of its repertoire use, and this within the framework of its duty to collect and distribute authors’ rights.

This service consists in allowing the right owners of the musical works that belong to Sabam’s repertoire to upload sound reproductions of their works in digital format on an online interface put at their disposal.

Thanks to this service, Sabam will be able to set up a database made up of the sound reproductions in digital format of

the musical works that belong to its repertoire, and this within the framework of its collaboration with an external company that offers a service of automatic identification of the works played during the radiobroadcasts. This external company will only be entitled to use the database created this way and its content with the sole purpose to identify the works of Sabam's repertoire that are played during the radiobroadcasts, and this only on request of Sabam, which is handling within the framework of its duty to collect and distribute authors' rights.

To have access to this service, the applicant must be a Sabam shareholder. Rightholders who have submitted a membership application or shareholders who have resigned do not have access to this service.

2. Definition of the works whose sound reproductions can be uploaded via this service

For all the works, it will be possible to upload digitally their sound reproduction via this service on condition that:

1. The works belong to the category "musical works with or without lyrics";
2. The works have been declared to Sabam. The sound reproductions of the undeclared works and of the works that have only been subject to a depot cannot be uploaded digitally via this service. The uploading via this service does not equal a declaration of the work;
3. At least one of the intellectual right owners of the work be a Sabam shareholder.

Within the framework of this service, the users only have the right to digitally upload the works of which the applicant to which the users are attached is a right owner or the works of which one of the publishing funds administered by the applicant - in the sense of title II, B, 3 and 4 of the specific conditions - is a right owner.

To each work meeting the above-mentioned conditions, only one digital upload will correspond. If some works however are used for covers but have the same documentation, the users of this service can carry out an additional digital upload for the works concerned. This additional upload will however be linked to a new work code that is different from the first upload.

3. Guarantee

No authors' rights will be due for the digital reproduction of the works during the uploading of their sound reproduction on the online interface put at the disposal of this service's users, the intention being to create a database that is necessary for Sabam in its duty of collection and distribution.

The applicant and the users of this service authorize or undertake to obtain the required authorizations with the right owners, performing artists and producers concerned by the sound reproductions of the digitally uploaded reproductions so that Sabam can carry out free of charge all handlings necessary with a view to putting the database made up of the digitalized sound reproductions at the disposal of the external company that will trace the radio broadcasting of the Sabam works. Sabam will owe no authors' rights and no neighbouring rights within the framework of the exploitation of this database. These handlings belong to Sabam's management tasks, i.e. to document the works in order to collect and distribute the related authors' rights.

The applicant and the users of this service guarantee that all right owners, performing artists and producers concerned by the sound reproduction of a digitally uploaded work agree with the digital upload, with the quality and the version of the sound reproduction that is uploaded this way as well as with the current specific conditions. Sabam disclaims any liability, the applicant and the users of this service are solely responsible.

The applicant and the users of this service vouch for the fact that the applicant to whom they are attached:

- is a right owner of the work whose sound reproduction they are digitally uploading;
- or
- is the administering fund - in the sense of title II, B, 3 and 4 of the specific conditions - of an administered publishing fund that is itself right owner of the work whose sound reproduction they are digitally uploading.

4. Liability of the applicant and the users of this service

The applicant and the users of this service are exclusively liable for the accuracy of the digital uploading of the sound reproduction of the works. Sabam cannot be held responsible for a distribution error due to an inaccurate digital uploading. The applicant and the users of this service therefore undertake that, for each sound reproduction of a work that concerns them and that has been inaccurately uploaded in a digital way, a new uploading be carried out as soon as possible. The users of this service will thus always have the possibility to modify the digital uploading of the sound reproductions of the works that concern them; only the last uploading for a same work code will be taken into account in the database, even if it is carried out by another user than the user who has carried out the preceding upload. Sabam disclaims any liability as to the agreement of all right owners about the sound reproduction that will be taken into

account in the database.

Sabam reserves the right to check the capacity of right owner of the users of this service or the link that relates the latter to the work whose sound reproduction is being uploaded digitally as well as to ask evidence thereof and/or additional information.

Sabam reserves the right to refuse and/or remove the digital uploading of a sound reproduction of a work in case there is not enough evidence as to the capacity of right owner of the user of this service or as to the link between the latter and the right owner of the uploaded work.

Sabam reserves the right to refuse and/or remove the digital upload of a sound reproduction of a work in case a conflict breaks out at the level of the uploading of this work's sound reproduction.

Any uploading or attempt to upload a sound reproduction of a work that would be incorrect or of which the user of this service would not be a right owner or would not have any link with the work's right owner will lead to the blocking of the access to this service.

The applicant and the users of this service exonerate Sabam from any liability if they digitally upload the sound reproduction of a work of which they are not the right owners or for which they do not have any link with the right owner in the sense of title II, B, 3 and 4 of the specific conditions and they undertake to pay back, if need be, all the authors' rights that would have been wrongfully collected in the meantime.

Sabam, for its part, will not have to make any reimbursement nor any rectification.

5. Liability of the applicant and the users as to non-compliance with the specific conditions of use

The applicant and the users are solely liable for compliance, next to the general conditions as laid down in title I, with the present specific conditions related to the use of this service.

H. "MyPlaylist" Service

1. Definition of the service

This service is designed to allow users to notify online the performance of works of the national and international repertoire of Sabam. The notification allows Sabam to check the report of the works performed and so to distribute correctly the collected authors' rights to the right owners of the copyrighted works that have been performed.

To have access to this service, the applicant must be a Sabam shareholder. Rightholders who have submitted a membership application or shareholders who have resigned do not have access to this service.

2. Types of distributions taking into account the notifications and types of works that can be notified

The notifications are taken into account in the distribution process of the authors' rights that takes place after the performance of works during concerts, events with disc-jockeys or further to the broadcasting of works in the media. Users of this type of service can notify all the works from Sabam's national and international repertoire and this whatever the category of the work that has been performed.

3. Obligations of the users of this service

In order to notify the works, the users of the service must fill out an appropriate online form with the list of the titles of the works performed, the place and the date of the performance as well as the data that are necessary for Sabam in order to accomplish its distribution duty.

The personal data provided within the framework of this service will be dealt with by Sabam in accordance with its "Privacy Policy" (available on www.sabam.be). The other data, for their part, can be used and communicated to third parties by Sabam if this turns out to be necessary within the context of its duty of collecting and distributing the authors' rights.

The users of this service undertake that the notifications be carried out completely, accurately and as fast as possible after the performance of the works. No notification can be introduced beyond June 30 of the year following the performance.

In accordance with Book XI "Intellectual Property" in the Code of Economic Law, the user of Sabam's repertoire is responsible for the submitting of the playlists. The notifications through the intermediary of this service serve only to supervise the information communicated by the user of Sabam's repertoire.

The declaration of the works must be carried out before the performance in accordance with Sabam's general rules. The notification forms of the performed works do not equal a declaration of the works. If the works performed are not declared, the right owner concerned cannot claim any distribution whatsoever.

4. Objective criteria for refusing a notification

A notification will be refused for following objective criteria:

- the notification is incomplete, incorrect, fraudulent or late;
- the works mentioned in the notification all belong to the public domain;
- the number or the genre of the works mentioned in the notifications is not proportional to the duration or the nature of the event;
- the notifications exist in double and/or are contradictory and/or different for a same event;
- the notifications do not correspond with the information coming among others from the broadcasters, organizers, disc-jockeys or sister societies of Sabam;
- Sabam has not yet collected corresponding authors' rights for the notification concerned.

The notifications that are refused are not taken into account for the payment of the authors' rights.

5. Liability of the applicant and the users of this service

The applicant and the users are exclusively liable as to the accuracy and the compliance of the notification forms as well as to the delay within which they introduce the notifications. The forms must reflect exactly what has been performed. They must be introduced in due time and completely. Sabam cannot be held responsible for a distribution error due to incomplete, incorrect, fraudulent or late notifications. The applicant and the users will be exclusively liable for it.

Any incorrect or fraudulent notification or attempt to notify will lead to the blocking of the access to "MyPlaylist" and/or the imposition of disciplinary penalties in accordance with the provisions of Sabam's articles of association. If, further to an incorrect or fraudulent form, Sabam distributes too little authors' rights to a right owner, Sabam reserves the right to rectify the situation at the expense of the applicant and the users of this service. Sabam, for its part, will not have to make any reimbursement nor rectification. Fraudulent forms make the applicant and the users of this service open to the legal proceedings set forth by the law.

6. Liability of the applicant and the users as to non-compliance with the specific conditions of use

The applicant and the users are exclusively liable for compliance, next to the general conditions laid down in title I, with the current specific conditions related to the use of this service.

I. "MyPublication" Service

1. Definition

The "MyPublication" service consists in allowing users to declare the publication of the works of the applicant to whom they are attached by way of specific forms that are put at their disposal through MySabam, and this so that the applicant can receive reprography and/or private copying royalties in accordance with chapters 5 and 6 of Book XI "Intellectual Property" in the Code of Economic Right.

The declarations must be done by the deadline set and in accordance with the rules of declaration and distribution of the reprography rights as set forth by Sabam, which can be found on:

https://www.sabam.be/sites/default/files/reglement_repro_fr.pdf.

In accordance with a decision of the College Grand Rights of Sabam, private copying royalties follow by analogy the same rules as reprography royalties until specific declaration and distribution rules for private copying royalties have been finalised. In the meantime, the rules for the declaration and distribution of reprography royalties are applied by analogy to the distribution of private copying royalties.

The categories of works and the forms of publication are defined in the rules of declaration and distribution of the reprography rights. While the categories of works are identical for both reprography and private copying, the forms of

publication are different. For private copying, these are digital publications (e.g. e-book, audio book, digital newspaper/magazine, institutional website/blog, private website/blog).

The reprography and private copying royalties are distributed each year after the transfer of the royalties to Sabam by Repobel and Auvibel, the management societies that see to the collection of the reprography and private copying remuneration.

To have access to this service, the applicant must be a Sabam shareholder. Rightholders who have submitted a membership application or shareholders who have resigned do not have access to this service.

2. Declaration procedure

Each year, every applicant must provide by way of the specific forms a statement of the publications of his works on a graphic or similar or digital carrier while mentioning various information in function of the carrier or the type of work published.

After having introduced online all data required for the declaration of the publications, the declaring user gets access to an overview of the data as he has introduced them online. These data will only be introduced definitively in the database and can only be taken into consideration for the distribution of the reprography and/or, as the case may be, private copying royalties if the declaration is sent online and if, after checking, it complies with the rules of declaration and distribution of the reprography royalties as established by Sabam, and/or, as the case may be, with those of the private copying royalties once finalised.

Sabam has an extensive right of supervision as to the data that have been forwarded to it. It has the right to check the accuracy of all possible components or parameters that are part of the declaration that the users are making in order to receive the reprography and/or, as the case may be, private copying remuneration.

The applicant cannot claim a remuneration for the undeclared, inaccurate, fraudulent or uncomplete publications. The declared publications also have to meet the originality criterion as laid down in the copyright legislation.

The checks and penalties will be conducted by Sabam in accordance with the rules of declaration and distribution of the reprography royalties established by Sabam, and/or, as the case may be, with those of the private copying royalties once finalised.

3. Liability of the applicant and the users

Within the framework of this service, the applicant and the users are only entitled to declare the publications of the works of which the applicant - to whom they are attached - is a right owner and this in a correct and exhaustive manner. The applicant and the users are solely responsible for the accuracy of the declarations. In fact, Sabam cannot be held responsible for the incorrect declaration of the publications of the works due to incorrect, uncomplete or even fraudulent declarations. The applicant and the users consequently undertake, for any incorrect declaration, that the declaration mistake be communicated to Sabam and that a new and correct declaration of the publication concerned be sent to Sabam. This new declaration will have to meet the rules of declaration and distribution of the reprography and/or, as the case may be, those of the private copying royalties once finalised.

The applicant and the users are solely responsible for the originality of the works whose publication is being declared. Sabam cannot be held responsible for an incorrect declaration of the publications due to a failure to comply with the originality obligation of the works.

Given that the applicant and the users have the possibility to check at any moment the accuracy of the declaration of the publications of the applicant's works and to point out any mistake, Sabam can neither be held responsible for a distribution mistake due to a mistake in the registration of the publication data further to an incorrect or uncomplete declaration. Only the applicant and the users will be liable for this.

Any incorrect, uncomplete or fraudulent declaration or attempt to declare a publication will lead to the blocking of the access to MySabam and to the penalties set forth in the rules of declaration and distribution of the reprography royalties and/or, as the case may be, in those of the private copying royalties once finalised.

4. Liability of the applicant and the users for non-compliance with the specific conditions of use

The applicant and the users are solely responsible for compliance, in addition to the general conditions laid down in title I, with the current specific conditions related to the use of this service.

J. “MyCueSheet” Service

1. Definition

The “MyCueSheet” service consists in allowing the users to declare, electronically and in accordance with Sabam’s rules, the list (cuesheet) of all musical works embedded in an audiovisual work as well as their duration of use and this by means of the specific forms available on MySabam. The applicant to whom the users are attached must be one of the right owners of one of the musical works mentioned in the cuesheet list.

To have access to this service, the applicant must be a Sabam shareholder. Rightholders applying for membership or shareholders who have resigned do not have access to this service.

The aim of the declaration of these cuesheet lists is to allow Sabam to distribute to the right owners concerned the music royalties related to the audiovisual works.

2. Declaration procedure

By way of the specific forms available online, the users must provide the complete cuesheet list of all the musical works embedded in an audiovisual work as well as their duration of use.

After the online introduction of all data necessary for the declaration of the lists of musical works related to an audiovisual works, the declaring user gets access to an overview of the data as he has introduced them online. These data sent online can only be introduced definitively in the database and can only be taken into consideration for the distribution of the musical royalties if the declaration is correct and complete.

Sabam has a right of supervision as to the data that have been forwarded to it. It has the right to check the accuracy of all possible components and parameters belonging to the declaration which the users are making in order to allow the remuneration for the musical royalties.

The applicant cannot claim a remuneration for the music in an audiovisual work if the list of musical works has not been declared or is inaccurate, fraudulent or uncomplete.

The checks and penalties will be conducted by Sabam in accordance with Sabam’s general rules.

3. Liability of the applicant and the users

Within the framework of this service, the applicant and the users are only entitled to declare the lists of musical works of which the applicant - to whom they are attached - is a right owner in at least one of the musical works and this in a correct and exhaustive manner.

The applicant and the users are solely responsible as to the accuracy of the declarations. In fact, Sabam cannot be held responsible for the incorrect declaration of the lists of musical works embedded in an audiovisual work further to incorrect, uncomplete or even fraudulent declarations. The applicant and the users consequently undertake, for any incorrect declaration, that the declaration mistake be communicated to Sabam and that a new and correct declaration of the list of the musical works in question be sent to Sabam.

Given that the applicant and the users have the possibility to check at any moment the accuracy of the declaration of the lists of the musical works embedded in an audiovisual work and to point out any mistake, Sabam can neither be held responsible for a distribution mistake due to a mistake in the registration of the data of the lists of musical works further to an incorrect or uncomplete declaration. Only the applicant and the users will be liable for this.

Any incorrect, uncomplete or fraudulent declaration or attempt to declare will lead to the blocking of the access to MySabam.

4. Liability of the applicant and the users for non-compliance with the specific conditions of use

The applicant and the users are solely responsible for compliance, in addition to the general conditions laid down in title I, with the current specific conditions related to the use of this service.

Glossary

The SIS database is Sabam's central database that is called "Sabam Information System (SIS)" and that comprises among others the IP data of its shareholders.

The IP data are all the personal data related to Sabam's shareholders, i.e. the "Interested Parties".