

Read these terms and conditions of use (hereinafter referred to as the 'Conditions') carefully before your start using this website (hereinafter referred to as the 'Website'). If you visit and/or use this Website, you implicitly declare that you have read the Conditions and that you accept the Conditions. If you do not agree to one or more stipulations of these Conditions, you must not use this Website.

General

Through this initiative (Buma Airplayclaim) and this Website, Buma/Stemra want to give their rightholders the opportunity to report specific forms of use of musical rights to which the latter hold title to Buma and/or claim them after all through this channel. Affiliated rightholders can use this Website to obtain a picture of certain forms of music use that are not (or not yet) fully identified by Buma/Stemra (the so-called 'non-IDs'). If affiliated rightholders believe that their musical works appear among these non-IDs, they can use this Website to inform Buma/Stemra of that fact. When such reports are received, Buma/Stemra shall investigate and check them and - if necessary - proceed to repartition of the corresponding remunerations to its affiliated rightholders.

Website

The general information on the Website about Buma Airplayclaim and Buma/Stemra is, with the exception of information provided by visitors and/or users of the Website (where applicable), general in nature and is drawn up and maintained with great care by or on instructions from Buma/Stemra. Buma/Stemra does not however guarantee that the content of the Website will always be absolutely correct, complete and up to date.

In the event of any doubt about whether the data on the Website is correct, complete or up to date, or if any (potential) inaccuracies are noticed on the Website, we recommend that you report it to Buma/Stemra. You can contact us by sending an e-mail to Airplayclaim@bumastemra.nl.

Buma/Stemra do their best to prevent problems with the Website and/or faults in it and interruptions to it, and to resolve them as quickly as possible. Buma/Stemra can however not guarantee that the content of the Website will always be continuously (fully) accessible to everyone or that it will be free of faults and interruptions. For necessary maintenance and for the security of the Website, Buma/Stemra may block or restrict access to and use of the Website partially or entirely.

Users

An account has to be created through this Website before the Website may be used. You provide various data items to Buma/Stemra for this purpose, including some personal details (your name, username, phone number, e-mail address and your Buma client number). After your details have been registered and validated, you are given an account and you can then become a user of this Website.

To prevent unauthorised persons from obtaining access to user accounts, all users have to provide a (personalised) username and password when their accounts are created. Every user has access to the Website and their account through their username and password. The password is strictly personal and must be kept completely secret.

Users give Buma/Stemra the guarantee that their username, password and/or account shall not be used by unauthorised persons. If unauthorised use by third parties is suspected, users should inform Buma/Stemra about this immediately, preferably by e-mail to Airplayclaim@bumastemra.nl. Buma/Stemra will then change your password and inform you by e-mail as quickly as possible about the action taken.

Users give the guarantee that the information (including personal and other details) that the Website's users provide to Buma/Stemra through Buma Airplayclaim shall be complete, truthful and correct. Insofar as the user also provides data (including personal details) about third parties to Buma/Stemra, the user guarantees that they are entitled to do so and/or have been given permission. Creating an account in the name of someone else is expressly forbidden, as is providing incorrect or misleading information for the purpose.

Users consent to Buma/Stemra storing their data (including personal information) as part of the management of their accounts, the associated provision of information by Buma/Stemra and their participation in Buma Airplayclaim; they also give Buma/Stemra permission to store such data.

Users may view the details of their account and the associated data (including personal details) at any time and make changes as necessary via the Website, using the 'My Account' button.

Users may cancel their Buma Airplayclaim registration at any time and terminate their account. They can do so through the Website under the 'My Account' button (delete account), after which they must send an e-mail to Airplayclaim@bumastemra.nl. The deregistration request will be processed as quickly as possible by Buma/Stemra, and in any event within 1 month.

Use of the Website

Visitors to and users of the Website guarantee that they shall always conduct themselves as responsible and careful Internet users, and that they shall act in accordance with these Conditions. Website visitors and users are individually entirely responsible and liable for their own use of the Website, including the correctness of the data (including personal details) that they provide through the Website.

Notwithstanding the other stipulations of these Conditions, visitors and users are not permitted to use the Website for activities and/or conduct that in any way conflicts with currently applicable legislation or regulations, public order and/or common decency. The activities and/or conduct may in any event not:

- a. be based on untruths or be misleading;
- b. be insulting, hurtful, damaging, discriminatory, pornographic, violent and/or illegal in any other way;
- c. infringe or contravene any intellectual property rights or other rights of Buma/Stemra and/or third parties;
- d. contravene any law, decree or other applicable regulation;
- e. contain any viruses, Trojans, worms, bots or other software that could damage a computerised work, render it unusable or inaccessible, erase it or misappropriate it or that are intended to circumvent the protective technical measures on the Website and/or the computer systems of Buma/Stemra and/or any third party;
- f. be commercial in nature, unless Buma/Stemra has given prior written consent for this; or
- g. be illegal in any other way with respect to Buma/Stemra and/or a third party.

If visitors and users of the Website do not observe the permitted use requirements for the Website, including as described above and in the Conditions, Buma/Stemra may block and/or restrict access to and use of the Website for the visitors concerned either entirely or in part.

In addition to the above and the other resources available to Buma/Stemra (including legal recourse), Buma/Stemra shall be entitled at all times, without having to state reasons and without advance notification, to restrict use of the Website (temporarily or permanently) by users of the Website, to stop and/or to terminate such usage if users infringe any rights of third parties, act in contravention of any legislation or regulations or contrary to public order and/or common decency or in any other way that is illegal with regard to Buma/Stemra or third parties. In such cases, Buma/Stemra reserves the right to claim all damages that this may have engendered from the Website visitors and users in question.

Intellectual property rights

Copyright and other intellectual property rights pertaining to the texts, illustrations and other protected material on the Website, with the exception of information provided by third parties, remains with Buma/Stemra or the rightholders of that material, respectively. The rights referred to are not transferred in any way whatsoever to persons who are given access to this Website.

Without prior written permission from Buma/Stemra or the rightholders respectively, visitors and users of the Website are not permitted to copy, duplicate, change, distribute, disseminate, make public and/or in any other way use the above-mentioned texts, illustrations and other material on the Website, either wholly or in part, or to cause such use to be made. In the event of infringement of the intellectual property right of Buma/Stemra and/or third parties, Buma/Stemra reserves the right to claim all damages suffered by Buma/Stemra and/or third parties as a result in full from the visitors or users of the Website.

Insofar as this is applicable, visitors and users of the Website guarantee that the information they make available on or through the Website does not infringe any intellectual property rights of Buma/Stemra and/or third parties and that this information is not contrary to any law, public order or common decency and/or is not in any other way illegal with respect to Buma/Stemra and/or third parties.

Liability

Buma/Stemra accepts no liability for any damages (direct or indirect) that derive in any way whatsoever from or are related in any way whatsoever to the use of and the content of the Website.

The Website contains links (for example by hyperlinks, metatags, etc.) to third-party websites over which Buma/Stemra has no control. Visitors to and users of the Website who use such websites do so entirely at their own risk. Buma/Stemra accepts no responsibility with respect to the contents, use or availability of these websites. Buma/Stemra therefore accepts no liability for any damages (direct or indirect) that derive in any way whatsoever from or are related in any way whatsoever to the use of and the information on these third-party websites.

Buma/Stemra is not responsible and/or accepts no liability for any actions and/or omissions by visitors or users of the Website, including (where applicable) the data (including personal details) and/or information that they make available on or via the Website.

Buma/Stemra accepts no liability for faults and/or interruptions in the functioning of the Website or for any damages (direct or indirect) that derive from or are associated with such faults and/or interruptions.

Indemnification

All visitors to and users of the Website indemnify Buma/Stemra against all damages as a result of claims by and/or damages to third parties that are associated with or derive from contravention or non-observance of these Conditions and claims by and/or damages to third parties that are in any other way related to or derive from any use of this Website by its visitors or users.

Other stipulations

Buma/Stemra retains the right to amend or change the Conditions unilaterally. Buma/Stemra may amend the contents of the Website and add or remove parts. Your use of the Website after the Conditions have been amended means that you agree to the changed Conditions.

Look at the Conditions of the Website regularly. The most recent version of the Conditions is available through the Website.

In cases where one or more of the stipulations in the Conditions transpires to be invalid (in whole or in part), the other stipulations of the Conditions shall remain in full force. In such cases, the said invalid provisions shall be replaced by provisions that are valid and that are as consistent as possible with the invalid part, given the content and the intention of the Conditions.

Applicable law

Buma/Stemra are a Vereniging (association) and Stichting (foundation) respectively under Dutch law. By visiting/using the Website, you agree to the application of the Conditions and their interpretation under Dutch law. Disputes between Buma/Stemra and third parties arising from the Conditions shall be ruled upon exclusively by the competent court in Amsterdam.

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