

Terms of use of Deezer for Developers

The web site <http://www.deezer.com> (hereinafter the “Site”) is an interactive and social musical website, edited by BLOGMUSIK.

BLOGMUSIK is a French corporation with an income of 50.406,67€, registered under number B 495 246 308, with its principal offices located at 108 rue de Richelieu 75002 Paris, FRANCE.

BLOGMUSIK is hereinafter referred to as “DEEZER” for these terms of use (hereinafter the “Terms”).

The Site offers the possibility for any developer (hereinafter the “Developer”) to access free of charge the Deezer application programming interface (hereinafter the “Deezer API”) and the Deezer plugins (hereinafter the “Deezer Plugins”) in order to customize his site and/or develop personal web pages, blog (hereinafter the “Webpages”) and personal applications (hereinafter the “Application”) providing access to the Deezer music catalog (hereinafter the “Recordings”).

Access to the Deezer for Developers (hereinafter the “Services”) available on the Site is strictly subordinate to the acceptance without any reserve and the respect of the Terms by every developer.

I. Description of the Services.

The Site offers the possibility for Developers to access the Deezer API and Deezer Plugins in order to customize and/or develop Webpages and Applications.

1. Access to the Deezer API

Upon the acceptance of these Terms of Use, the Developer shall be granted a free and unlimited access to the Deezer API in order to develop Webpages and/or Applications.

The Deezer API shall be provided to the Developer upon its request on the Site following the process indicated at the following URL: <http://www.deezer.com/fr/developers/simpleapi>.

The Deezer API shall provide access to the following services: Album, Artist, Comment, Editorial, Playlist, Radio, Search, Track, User, and any other services displayed by Deezer from time to time.

Once the Developer has developed the Webpage and/or Application, it shall be submitted them to Deezer’s approval prior to being used online which shall be provided by Deezer at its own discretion.

The Developer agrees to follow the guidelines provided by Deezer for the development of the Webpage and/or Application regarding notably all technical, graphic and ergonomic guidelines.

The Developer recognizes that it shall be granted no right upon the Deezer API, the Application that it shall develop and the content of the Deezer services.

2. Use of the Deezer Plugins

The Developer can use the Deezer Plugins without Deezer’s prior approval if the Deezer Plugins are integrated within his personal website, edited solely by him, and for non commercial purpose (e.g: on his personal blog).

If the Developer wishes to use the Deezer plugins for any other purpose than integrating it on a personal website, notably to integrate it on a commercial website (e.g.: on the website of a company), he shall submit a request to Deezer and obtain Deezer's prior approval, which shall be granted at Deezer's own discretion.

The Developer agrees to ensure that his website abides by public order and good manners and more broadly do not infringe effective laws and regulations.

II. Developer liability

The Developer is solely liable for any messages, content or information which shall appear on his website.

The Developer agrees never to use the Deezer Plugins, the Webpage and/or the Application for commercial gain.

The Developer agrees to inform by any means any person using the Deezer plugins, the Webpages and/or Application of its conditions of use and notably that the streaming of recordings is limited to a strictly private use within a family scope.

The Developer agrees to immediately inform DEEZER of any infringing and unlawful use that he would be aware of.

The Developer recognizes that Deezer can remove access to the Services, Deezer Plugins and to the Deezer API, at any time without prior notification to the Developer, if Deezer discovers by any means that the Deezer Plugins, the Webpage and/or the Application are not used in an appropriate manner and notably are not only used on a personal website and/or for commercial gain.

III. Technical Protection Measures of the Recordings.

The Member recognizes that the Recordings are protected by technical protection measures, set up by DEEZER, in order to prevent or limit, depending on the technology offered, the unauthorized use of the recordings.

The Developer agrees not to bypass, by any means, these measures, for the purpose of downloading the Recordings, only offered on the Site for listening, or more broadly using the Recordings in violation of the Terms.

DEEZER informs the Developer that it shall remove access to the access to the Services, Deezer Plugins, to the Deezer API and to the Site to any Developer in case of any bypass by Developer or any third party of the technical protection measures provided by DEEZER or any authorized use.

Subject to the prior request of any judicial and/or administrative authority, DEEZER has the right to communicate the identity of the offender to any owner and/or legal beneficiary of the copyrights on the recordings provided by DEEZER on and from the Site.

IV. DEEZER obligations and disclaimer of warranties

DEEZER guarantees it holds the required authorizations for the exploitation of the Recordings under the Terms.

It is expressly agreed that DEEZER cannot be held liable for the fraudulent exploitation which could occur without its knowledge or in violation of the Terms and notably any illegal downloading of the Recordings.

DEEZER cannot be held liable for independent technical problems of its service such as maintenance or network issues due to the internet service provider and which could lead to a temporary intermission of the network; the Developer also accepts the internet restrictions and limitations, notably for transfer of data via the networks and damages to the data.

DEEZER cannot be found liable for the dysfunction of internet links on the Site transferring to external website whose integration has been made by the Developer, nor for their content and notably the advertisements, products, services and/or any other available materials on and from these external websites.

V. Intellectual Property

The general structure of the Site, the Deezer API, the Deezer plugins, the Webpage, the Application and any other elements composing them (such as but not limited to the graphics, texts, visuals, photos, logos, domain names, elements associated with the Recordings comprising the photos, images, texts and biography of the author, artist and/or any right holders on the Recordings along with the visuals packaging of the Recordings) are exclusively owned by DEEZER or have been previously licensed.

Any reproduction and representation, in total or partially, of the Site and/or elements composing it by any means without the express authorization of DEEZER are strictly forbidden and would amount to an act of counterfeiting punished by law.

VI. Modification of the Site.

DEEZER has the right to modify its Deezer API, the Deezer Plugins and/or the Site notably by making available new functionalities or by modifying and/or deleting functionalities that were offered to the Developers on the Deezer API, the Deezer Plugins and/or on the Site.

VII. Removal of Access by Blogmusik

Developer recognizes that Deezer has the right at any time and at its own discretion to remove access to the Services, the Deezer Plugins and to the Deezer API.

VIII. Applicable law

The Terms are submitted to French law.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have to be brought before a French court and thus even if there are multiple defenders or in case of guarantee enforcement.