

Licensing Terms and Conditions

for the use of music in podcasts

Valid from January 1st 2024

1. Definitions

SUISA Repertoire	All non-theatrical works of music, or parts of such works, and recordings in respect of which SUISA is or will be entitled to manage the copyright exploitation rights in Switzerland and Liechtenstein.
Customer	A company domiciled in Switzerland or Liechtenstein or a natural person who is resident in Switzerland or Liechtenstein.
Podcast	Audio and audiovisual digital files and contributions made available on internet.

2. Scope of Licence

- 2.1 The Licence regulates Customer's use of musical works in podcasts.
- 2.2 The Licence is non-exclusive, non-transferable and non-sublicensable; it encompasses the following uses of music in podcasts:
- storage of music from the SUISA Repertoire in audio or audiovisual form in a publicly accessible digital database;
 - making music from the SUISA Repertoire accessible in audio or audiovisual form to private end-users, and making it available for streaming or downloading;
 - any other temporary storage of SUISA Repertoire music in audio or audiovisual form to the extent required for the transmission and unless such storage is already permitted by law.
- 2.3 SUISA only holds the reproduction rights and the rights for the making-available of music online. All other rights possibly concerned, such as neighbouring rights (e.g. record companies or labels / Swissperform), synchronisation rights (e.g. music publishing) and the author's moral rights, must be settled directly with the corresponding rightholders.

SUISA declines all liability for any future claims from rightholders.

In the case of production music, in addition to copyrights, SUISA can also license the neighbouring rights and synchronisation rights.

3. Territory

The Licence, within the meaning of these Licensing Terms and Conditions, applies to the making available of podcasts by Customer in the Territory of Switzerland and Liechtenstein.

4. Licence fees and payment terms

4.1 PODCAST SERIES OFFERED FOR FREE (SIX-MONTHLY REPORTING)

Reproduction fee:

CHF 1.40 per minute or fraction of a minute of protected music but not less than CHF 34.20 for all recorded music in the new podcasts produced during the six-month reporting period.

In the case of music from production music catalogues, an additional 200% is charged to the reproduction rights for the synchronisation and neighbouring rights.

Fee for online transmission:

Podcast units available	Fee per month	Fee per six months
1 - 10	CHF 10.00	CHF 60.00
11 - 50	CHF 30.00	CHF 180.00
51 - 100	CHF 60.00	CHF 360.00
101 - 300	CHF 100.00	CHF 600.00
301 - 500	CHF 140.00	CHF 840.00
501 - 700	CHF 200.00	CHF 1,200.00
701 - 1000	CHF 300.00	CHF 1,800.00
1001 - 2000	CHF 500.00	CHF 3,000.00
2,000 and over	CHF 800.00	CHF 4,800.00

4.2 PODCAST SERIES OFFERED FOR SALE (SIX-MONTHLY REPORTING)

Fee basis:

10% of the retail price before tax for a podcast containing 100% copyright-protected music in the foreground or background.

For podcasts containing music that is not 100% protected, reduction pro rata the following ratio:

Total podcast playing time: total protected music

subject, however, to a minimum fee of CHF 0.01 per downloading.

In any event, SUISA applies a minimum total fee of CHF 100 on each six-monthly invoice.

In the case of music from production music catalogues, an additional 200% is charged for the synchronisation and neighbouring rights.

4.3 SINGLE PODCAST OFFERED FOR FREE

Reproduction fee:

CHF 1.40 per minute or fraction of a minute of protected music but not less than CHF 34.20

for all the recorded music in the podcast.

In the case of music from production music catalogues, an additional 200% is charged to the reproduction rights for the synchronisation and neighbouring rights.

Fee for online transmission:

Flat fee of CHF 100.00

4.4 SINGLE PODCAST OFFERED FOR SALE (SIX-MONTHLY REPORTING)

Fee basis:

10% of the retail price before VAT for a podcast containing 100% of copyright-protected music in the foreground or background.

For podcasts containing music that is not 100% protected, reduction pro rata the following ratio:

Total podcast playing time: total protected music

subject, however, to a minimum fee of CHF 0.01 per downloading.

In any event, SUIISA applies a minimum total fee of CHF 50 on each six-monthly invoice.

In the case of music from production music catalogues, an additional 200% is charged for the synchronisation and neighbouring rights.

4.5 NOTE FOR ONLINE TRANSMISSION RIGHTS

The amounts indicated in points 4.1 to 4.4 are invoiced to you if the podcast(s) is (are) available on your own website.

These amounts will not be invoiced, however, if:

- your website is already covered by an annual flat-fee licence for making music available for free;
- the podcast(s) is (are) only available on third-party websites (e.g. Spotify, Sound Cloud, iTunes, etc.).

5 Information and reporting

Customer undertakes to provide SUIISA with complete and correct information in accordance with the registration form. This shall be done in the following month for the previous registration period.

6 Exclusions and waivers

6.1 Certain rightholders (direct principals, members, sister societies) may have excluded or may exclude their rights or repertoire from licensing by SUISA. Until SUISA notifies Customer of an exclusion, however, the Licence remains valid.

SUISA shall hold Customer harmless against any claims from rightholders for the period prior to the exclusion but is not liable for any damages incurred by Customer thereafter.

After an exclusion, Customer may choose another work or waive the corresponding use.

6.2 The waiver does not apply to any claims brought by a rightholder against Customer for breach of moral rights arising from the use of the music. Customer must ensure that the moral rights of authors and performing artists are respected and obtain the requisite permissions directly from the rightholders.

7 Validity and termination

The Licence for the use of music from the SUISA Repertoire based on these Licensing Terms and Conditions comes into force as soon as Customer files the registration forms.

This Licence may be terminated by either party with 30 days' notice for the end of any month. This Licence may also be terminated at any time for the effective date of any new terms and conditions applicable to the licensed music uses. If SUISA sends Customer new terms and conditions and proposes to continue this Licence on that basis, the new terms and conditions will replace the existing terms and conditions as an integral part of this Licence unless Customer gives notice of termination within 30 days of receipt.

SUISA may terminate the Licence without notice if Customer breaches these Terms and Conditions, goes bankrupt or applies for receivership.

Any and all rights of use of Customer cease upon termination of this Licence.

8 Severability Clause

If any provision of these Licensing Terms and Conditions is or becomes invalid, or in case of an omission, the other provisions remain valid and unaffected. The invalid provision shall be deemed to have been replaced by a valid provision which comes as close as possible to the economic intent of the parties. The same applies in the event of an omission.

9 Other provisions

These Licensing Terms and Conditions are governed by Swiss Law.
Place of jurisdiction is Zurich.