

## **Terms of the inclusion of partner in the music streaming offer**

1. The partner provides access to audio streaming content, and A1 Makedonija provides data traffic generated by using the content (service) of the partner. Audio streaming content refers solely to audio content, i.e. no other content (images, text, etc.) if these are combined with audio elements.
2. By being included in A1 Makedonija music streaming offer (hereinafter: offer), the partner that provides access to audio streaming content (hereinafter: partner) accepts these Terms.
3. The partner is exclusively responsible for the contents of his service, including the availability, legality, collection, rights management etc. If there is a reason to doubt that the service of the partner is not in accordance with valid regulations, that it violates the provisions of copyright regulations or includes inappropriate content, A1 Makedonija may reject the partner from participating in the offer or request from the partner to remove the determined irregularities, violations or non-compliances.
4. A1 Makedonija shall not be responsible for the contents of the partner's service.
5. A1 Makedonija will not provide any personal information of customers to the partner.
6. If all the conditions laid down in these Terms are met and thereby the inclusion of the partner in the offer is made possible, A1 Makedonija shall perform the required technical measures in order to ensure this. A1 Makedonija undertakes to distinguish partner's zero rating content from other available contents via technical information submitted by the partner. Relevant technical information may include the following:
  - a. IP address
  - b. URL (Uniform Resource Locator)
  - c. SNI (Server Name Indication)
  - d. Logs

If the partner continually fails to provide correct and complete technical data, A1 Makedonija shall not be able to include the partner's content in the offer. A1 Makedonija undertakes to implement the components of the technical integration and retain them during the period of the offer. A1 Makedonija undertakes to update the existing technical information with a new or additional list obtained from the partner within thirty (30) days from receiving it. The service of the partner's contents may, but does not have to, include advertisements, as well as external contents/links, of which the partner must inform A1 Makedonija in advance (before the inclusion in the offer) if the content is not included in the partner's zero rating content. If the partner includes the indicated advertisements or external contents/links in their technical information, after having been included in the offer, the partner shall inform A1 Makedonija of this at least thirty (30) days in advance.

7. A1 Makedonija may manage the offer in accordance with the network capacity.
8. A1 Makedonija reserves the right to determine the details, structure, scope and availability of the offer and reserves the right to amend the offer at any moment, as well as to discontinue the offer with prior notice to the partner. A1 Makedonija reserves the right to exclude the partner from the offer if the partner provides incorrect technical information and fails to provide the correct information after these have been requested from him.
9. Unless agreed differently, the partner provides to A1 Makedonija the right to use the relevant trademarks, logotypes and other symbols of the partner's service for the purposes of advertizing the offer. The use of the protected trademarks/logotypes etc. is possible exclusively with the written approval of the rightholder. The approval may also be given by electronic means.

10. The cooperation between A1 Makedonija and the partner is concluded in such a way that the partner sends an electronic mail to the address [marketing@a1.mk](mailto:marketing@a1.mk) to participate in the offer of A1 Makedonija , and accepts these Terms (by electronic mail is sufficient). After verifying the request, A1 Makedonija shall respond to the offer by electronic mail and accept/reject the offer or, if there are any open questions, request additional information or explanations.
11. The partner and A1 Makedonija shall exchange electronic mail addresses to be used to communicate technical and organisational matters during the duration of the offer.
12. Pursuant to these Terms the cooperation between A1 Makedonija and the partner shall be concluded for an indefinite time period. Each party reserves the right to terminate the cooperation in writing or by electronic means within a term of notice of at least 30 days.
13. Each party shall bear one's own costs related to the invitation, performance or termination of the cooperation.
14. A1 Makedonija reserves the right to change these Terms, and it shall accordingly inform the partner in an appropriate manner.