

Exhibit B

Rdio API Terms of Use

Rdio® API Terms of Use

Last updated: August 17, 2011

Rdio, Inc. (referred to here as “Rdio”) makes available its application programming interface (“Rdio API”) subject to this Terms of Use agreement (the “API Terms”). Rdio may update, amend or modify these API Terms from time to time. By accessing and continuing to use the Rdio API, You (“You” or “Your” where applicable) signify Your binding acceptance of these API Terms (as updated on the Rdio developer website (the “Rdio Developer Site”) from time to time), and You represent that You are of legal age to form a binding contract. If You disagree with any of these API Terms, Rdio does not grant You a license to use the Rdio API.

These API Terms are in addition to and supplement the Rdio Terms of Service, the Rdio Payment Terms and Rdio Privacy Policy (collectively, the “Rdio Policies”), as published on the Rdio Site. The terms and conditions of the Rdio Policies shall fully apply to these API Terms, save for the exceptions that are explicitly stated in these API Terms. Capitalized terms not otherwise defined in this API Terms have the definitions set forth in the Rdio Policies.

You should monitor the Rdio Developer Site to ensure (i) You are only using the latest stable version of the Rdio API in any applications You distribute; and (ii) You are aware of any changes in the API Terms, the Rdio Policies, or any other applicable legal documents. In the event You cannot agree to any changes in any applicable legal document, You will immediately cease any and all use of the Rdio API and, where applicable, any and all use of the Rdio Service.

Accounts and Account Codes

To access and use the Rdio API, You must create an account. You may create only one (1) account and You must complete the registration process by providing current, complete and accurate information (including Your email address) when prompted. If Your contact information changes, You agree that You will promptly update Your account information to reflect those changes. You will be issued one or more unique passwords, security codes, or tokens (each a “Security Code”) for accessing the Rdio API and managing Your account. You may only access Your account with the Security Codes provided to You by Rdio. You may not sell, transfer, sublicense or otherwise disclose Your account or Security Codes to any other party. Maintaining account security is very important. You are entirely responsible for maintaining the confidentiality of Your account and Security Codes. You agree to notify Rdio immediately if You believe that Your account or Security Codes have been compromised. You are fully responsible for all activities that occur using Your account and Security Codes, regardless of whether such activities are undertaken by You or a third party.

Licensed Uses and Restrictions

As an exception to the Rdio Policies, and subject to Your compliance with the API Terms and all other terms of

the Rdio Policies, Rdio grants to You a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable right to use the Rdio API for the sole purpose of developing software applications that can interface and communicate with the Rdio Service for the purpose of displaying and transmitting Transmitted Content via the Rdio Service, as made available on or through such software applications (e.g., for enabling subscription based streaming and/or a-la-carte downloading of music recordings via the Rdio Service, as made available on or through such software applications).

As used herein, the term “Transmitted Content” means metadata arising from the Rdio Service regarding user recommendations, user profiles, user playlists, user reviews, history, play and queue information, artist information, album cover art, song titles, album titles and other information provided by Rdio from time to time, as well as streamed clips and full song versions of music recordings. Certain Transmitted Content is provided by third party licensors of Rdio, including, without limitation, Universal Music Group, Sony Music Entertainment, Warner Music, Inc., EMI Group Limited, IODA, Orchard Enterprises, NY, Inc., Isolation Network, Inc., and IRIS (collectively, the Transmitted Content Providers”).

Through Your use of the Rdio API, You agree that You will not, directly or indirectly, violate any applicable laws, the rights of others, or the operational and security mechanisms of the Rdio Service. Examples of such prohibited behavior include, but are not limited to, directly or indirectly:

- Using the Rdio API for any application that promotes, conducts, or contributes to fraudulent, obscene, pornographic and/or illegal activities, including deceptive impersonation or activities involving the exploitation of children.
- Using the Rdio API to display or imply any kind of product or political endorsement, whether by Rdio or any Transmitted Content Provider (or any music or other artist).
- Using the Rdio API for any application to violate anyone's privacy rights (e.g. distributing unwanted commercial solicitations, such as, but not limited, to spyware and adware), to infringe on intellectual property rights (including copyrights and trademark rights), to sponsor or operate any contest, sweepstakes or other promotion, to harass or defame others, or to promote hatred towards any group of people.
- Using the Rdio API in a manner that disrupts, circumvents, or interferes with any part of the Rdio Service; or forges or modifies any data processed or distributed by the Rdio Service, such as, but not limited to spyware, adware or stealware.
- Using the Rdio API or the Transmitted Content to populate any website, application or service, or make the Transmitted Content available for download (as opposed to streaming) to end users.
- Using the Rdio API to use, distribute or transmit the Transmitted Content in any manner not authorized under the Rdio Policies or these API Terms.
- Using the Transmitted Content in any manner other than in conjunction with the Rdio Service or Rdio Site.
- Using the Rdio API for any application that causes increased demand on the servers operating the Rdio Service (i.e., more than a single person could produce by normal use of the Rdio Service without Your application or Your use of the Rdio API).
- Using the Rdio API in any manner that advocates, encourages, condones, promotes or facilitates the infringement of any third party intellectual property rights, including, without limitation, trademark rights, copyright rights, patent rights and/or trade secrets.
- Altering, modifying, deleting, or otherwise interfering with or in any manner compromising any content,

programming, services and/or features contained on or through the Rdio Service, including, without limitation, the Rdio Service's content delivery and display functionality, in each case, except as expressly permitted by the Rdio Service.

- Using the Rdio API for any application that adversely impacts the behavior of other applications using the Rdio API.
- Using the Rdio API for any application that constitutes, promotes or is used in connection with or installs spyware, adware, or other malicious programs or code.
- Using the Rdio API for any application that constitutes, promotes or is used in connection with or installs any type of bot, virus, worm, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to monitor, distort, delete, damage or disassemble the Rdio Service (or its ability to communicate and function with other computers running the Rdio Service), or any user's computer.
- Using the Rdio API to develop an application to automate or assist with user synchronization with external media (such as slide shows, video or games).
- Selling, leasing, or sublicensing the Rdio API or access thereto.
- Attempting to redistribute information about a user of the Rdio Service without express permission of the user.
- Sending messages to or communicating with (or attempting to do the foregoing) other users of the Rdio Service unless specifically directed to do so by the user.
- Attempting to modify the Rdio Service user interface in any way not otherwise permitted by Rdio.
- Attempting to modify other software, the operating systems or configuration settings of the user or others directly or through manipulating the Rdio Service without the express and informed permission of the user.
- Attempting to modify other software, the operating systems or configuration settings of other services directly or through manipulating the Rdio Service without a party's express and informed permission.
- Monetizing any application using the Rdio API (e.g., selling of advertisements, sponsorships, etc.).

Further, You agree that:

- Your application will at all times display and promote the ability to subscribe to the Rdio Service, including, without limitation, making available and displaying promotions of Rdio's subscription tiers, and without limiting the generality of the foregoing, will at all times make available ecommerce opportunities (including Rdio subscription tier offers and Rdio a-la-carte download offers) for free trial users and registered users listening to 30 second clips of music recordings.
- You will comply with the requirements and specifications related to application design and the use and presentation of the User Interface stated in "Attribution" below.
- You will not distribute any application online through one or more website(s) that is/are in any way similar to the Rdio Site or use the Rdio trademarks, or words confusingly similar or describing Rdio's products or services, as the registered URL for Your website(s), save as expressly approved in writing by Rdio.
- You will not knowingly harm, misuse or bring into disrepute the Rdio Service, the Rdio API or Rdio's and/or Transmitted Content Providers' brands, logos or names, but, on the contrary, will maintain the value and reputation thereof to the best of Your abilities.
- You will not use the Rdio API in any application that is actually or potentially fraudulent or inappropriate or contrary to the Rdio Policies or these API Terms.
- You will not collect, use, store or disclose any user's personal information or data in any manner that

violates applicable laws, rules or regulations, and You will not collect any user's personal information or data in any misleading, unauthorized or unfair way.

- You will adopt and publish a privacy policy that is easily accessible to users, that complies with all applicable laws, rules and regulations, and that clearly and concisely discloses how You collect, use, store, and disclose data collected from users. You will only collect the personal information or other data or information of a user which is necessary for the function of Your application and only as expressly described in Your privacy policy.
- You will never collect the Rdio password used by users to log-in to their Rdio account (the "Rdio Password"). If users need a separate password to use Your application, You will either (i) automatically generate a unique password and communicate it to the user, or (ii) actively encourage users to use a password different from the Rdio Password.

Limitations on Usage

Rdio may limit the number of network calls that Your applications may make with the Rdio API, and/or the maximum file size, and/or the maximum Transmitted Content that may be accessed, or anything else about the Rdio API and the Transmitted Content in Rdio's sole discretion. Rdio may change such usage limits at any time and without notice. Without limiting any of its rights under the Rdio Policies, these API Terms or otherwise, Rdio may use technical means to prevent overusage and/or stop usage of the Rdio API if an application exceeds usage limitations.

Monitoring Your Use of the Rdio API

You agree to provide Rdio and the Transmitted Content Providers with access to Your Application and/or other materials related to Your use of the Rdio API as requested by Rdio or the Transmitted Content Providers to verify Your compliance with these API Terms. You agree that Rdio and the Transmitted Content Providers may monitor the applications You develop (including, but not limiting to, crawling such applications) and You agree not to block or interfere with such efforts by Rdio or the Transmitted Content Providers.

Your Use of Transmitted Content

You may only stream Transmitted Content from Your application using the Rdio API as allowed pursuant to these API Terms. You must clearly and conspicuously identify the source of all Transmitted Content as received from Rdio. You may not modify, obscure or otherwise disable the functioning of links to Rdio or Transmitted Content Providers' applications or websites provided within Transmitted Content. You shall not omit, modify or obscure any aspect of the Transmitted Content. Any use by You that either Rdio or any Transmitted Content Provider determines is unacceptable for any reason shall be deemed a violation of these API Terms and Rdio may, at its discretion, immediately terminate the licenses granted herein or discontinue Your access to the Rdio API.

Termination

Your license to the Rdio API under these API Terms continues until it is terminated by either party. You may terminate the license by discontinuing use of the Rdio API. Rdio may terminate the license at any time for any reason. Rdio may also disable or remove from the Rdio Service or otherwise any application developed by You

under the Rdio API at any time for any reason. Without limiting the foregoing, Your rights to use the Rdio API terminate automatically if (i) You violate the letter or spirit of any of these API Terms or the Rdio Policies, (ii) Rdio publicly posts a written notice of termination on its website, (iii) Rdio sends a written notice of termination to You, or (iv) Rdio disables Your access to the Rdio API or disables or removes from the Rdio Service any application developed by You under the Rdio API.

User Ratings and Comments

Rdio may provide a user rating system or evaluation method for registered users to post positive or negative comments and ratings about the applications developed by You using the Rdio API. This system will allow users to view any comments about a particular application or application developer which have been posted by other users who have downloaded and installed their applications. Users may choose to make decisions on whether to download and install applications developed by You based on other users' ratings and comments. Please note that Rdio does not intend to censor nor check for accuracy the opinions or comments of its registered users as posted on other users' rating histories, nor is Rdio legally responsible for the nature of the opinions or comments posted (whether they are libelous, defamatory or otherwise). You will not hold Rdio responsible for any user's actions or inactions, including things they post.

Caching

No data obtained through the Rdio API may be persistently stored by You in a local database except as set forth in the next sentence. You shall delete from Your application and data retention systems all Transmitted Content and other data associated with an end user or their session utilizing Your Rdio API-enabled application within twenty-four (24) hours of the expiration of such session. Under no circumstances will You cache any audio content.

Attribution

You may only use the following references to Rdio, the Rdio API and the Rdio Service in connection with Your application:

- “works with Rdio®”
- “uses Rdio®”
- “for Rdio®”
- “powered by Rdio®”

You should not design or name Your application, or any website that hosts Your application, in a manner that suggests that Rdio has endorsed, certified or otherwise approved the application or website. Specifically, You acknowledge that Your application must prominently display the following statement in the help text or about text:

- “This product uses the Rdio API but is not endorsed, certified or otherwise approved in any way by Rdio®.”

You further acknowledge and agree that you will not use the word “Rdio”, or any confusingly similar word designed to sound or look like “Rdio”, in any domain name associated with You, Your website, or Your application.

Rdio® and the Rdio logo are registered trademarks of Rdio, Inc. and all other proprietary trademarks, service marks, trade names, slogans, logos, and other indicia of origin that appear on or in connection with the Rdio Service are the property of Rdio, Inc. Except as provided above, You may not use any Rdio logos, trademarks, service marks, or other proprietary information without the prior express written consent of Rdio. Additionally, except to the extent appearing in any Transmitted Content, You may not use any Transmitted Content Provider logos, trademarks, service marks, or other proprietary information without the prior express written consent of such Transmitted Content Provider. Unauthorized references or use of such items shall be considered a material breach of the API Terms as well as the Rdio Policies and any other agreement You may have entered into with Rdio and shall result in immediate termination thereof. Such termination shall be without limitation to Rdio’s right to claim damages, seek injunctive or other equitable relief and obtain other remedies from You.

Ownership and Relationship of Parties

The Rdio API is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Rdio's rights apply to the Rdio API and all output and executables of the Rdio API, excluding any software components developed by You which do not themselves incorporate the Rdio API or any output or executables of the Rdio API. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these API Terms. Rdio owns all rights, title, and interest in and to the Rdio API. These terms grant You no right, title, or interest in any intellectual property owned or licensed by Rdio, including (but not limited to) the Rdio API and Rdio trademarks, and any Transmitted Content.

You acknowledge and agree that Rdio and other Rdio API users may independently develop other applications through their use of the Rdio API or otherwise which are identical or similar to Your application in function, code or other characteristics. You agree that You will have no ownership or intellectual property rights in such applications. You further acknowledge and agree that any application developed by Rdio and using the Rdio API which may be identical or similar to Your application in function, code or other characteristics will not be deemed to violate in any manner any of Your rights in Your application, and that any such characteristics are coincidental in nature. In this regard, You expressly agree not to bring claims against Rdio for copyright infringement or otherwise based on the sole fact that an application developed by Rdio and using the Rdio API is identical or similar to Your application utilizing the Rdio API in function, code or other characteristics. By submitting or otherwise making available an application that uses the Rdio API, You acknowledge and agree that Your application and/or its functionality is not exclusive to Rdio, the Rdio Service and/or to third parties, and may be replicated, imitated or otherwise duplicative with other applications or functionality developed by Rdio or third parties.

License to Rdio

You hereby grant Rdio a limited, non-exclusive license to perform, display and make available any application

developed by You using the Rdio API on the Rdio Site and through the Rdio Service.

Indemnity

You agree to indemnify, hold harmless and defend Rdio and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, business partners, Transmitted Content Providers and network service providers (collectively, the "Related Parties") at Your expense, against any and all damages, claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by Rdio or any of the Related Parties arising out of or relating to Your (a) violation or breach of any term of these API Terms, the Rdio Policies, or any applicable law, regulation, policy or guideline, whether or not referenced herein, (b) use or misuse of the Rdio API, or (c) violation of any rights of any third party.

Disclaimer of Warranties

THE RDIO API IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY RDIO, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE RDIO API, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. RDIO FURTHER DOES NOT REPRESENT OR WARRANT THAT THE RDIO API WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES RDIO WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF TRANSMISSIONS OF DATA MADE THROUGH THE RDIO API.

YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE RDIO API REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

As some jurisdictions do not allow some of the exclusions set forth in this section, some of these exclusions may not apply to You.

Limitation of Liability

IN NO EVENT SHALL RDIO OR ANY RELATED PARTIES BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE RDIO API, INCLUDING ANY DAMAGES RESULTING THEREFROM, EVEN IF RDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE RDIO API IS TO UNINSTALL AND CEASE USE OF THE RDIO API AND RDIO SOFTWARE.

As some jurisdictions do not allow some of the exclusions set forth in this section, some of these exclusions may not apply to You.

General Provisions

Reservation of Rights; Modification. Rdio reserves all rights not expressly granted in these API Terms. Rdio may modify these API Terms at any time by providing such revised API Terms to You or posting the revised API Terms on the Rdio Developer Site. Your continued use of the Rdio API shall constitute Your acceptance to be bound by the terms and conditions of such revised terms.

Third Party Beneficiaries. In addition to these API Terms, Your use of the Rdio API and Transmitted Content is subject to the separate API use requirements, if any, of each of the Transmitted Content Providers. You hereby acknowledge and agree that the Transmitted Content Providers are third party beneficiaries with respect to this API Terms with full power and authority to enforce the provisions of this API Terms as if a direct party hereto, including, without limitation, the ability to terminate the licenses granted to You under this API Terms at any time for any reason. The Disclaimer of Warranties and Limitation of Liability of this API Terms shall apply to the Transmitted Content Providers as if the Transmitted Content Providers directly made such disclaimers and limitations of liability therein.

No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between You and Rdio as a result of this API Terms or Your use of the Rdio Service.

Assignment. Rdio may assign this API Terms, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign the API Terms without Rdio's prior written consent, and any unauthorized assignment by You shall be null and void.

Attorneys' Fees. In the event any litigation is brought by either party in connection with this API Terms, the prevailing party in such litigation shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

No Waiver. Our failure to enforce any provision of this API Terms shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this API Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Notices. All notices given by You or required under this API Terms shall be in writing and addressed to: Rdio, Inc., 62 First Street, Suite 500, San Francisco, CA 94105, ATTN: CEO.

Equitable Remedies. You hereby agree that Rdio would be irreparably damaged if the terms of this API Terms were not specifically enforced, and therefore You agree that Rdio shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this API Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Entire Agreement. This API Terms and the Rdio Policies constitutes the entire agreement between You and Rdio

with respect to the Rdio API and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between You and Rdio with respect to the.

Severability. Should any term or provision of these API Terms be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of these API Terms shall remain in full force and effect.

Release and Waiver

To the maximum extent permitted by applicable law, effective upon Your consent hereto, and reaffirmed upon every occasion You use the Rdio API or distribute software that uses the Rdio API, You release, and waive all claims against Rdio, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to Your use of the Rdio API. You understand that any fact relating to any matter covered by this release may be later found to be untrue even though it is now believed to be true, and You accept and assume the risk of such possible differences in fact. In addition, You expressly waive and relinquish any and all rights and benefits which You may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

Dispute Resolution

a. **Negotiations.** Before initiating any arbitration or court proceeding, You and Rdio agree to first attempt to negotiate any dispute, controversy or claim related to these API Terms ("Claim") (except those Claims expressly provided in clause f below) informally for at least thirty (30) days. Negotiations will begin upon written notice. Rdio will send its notice to Your billing or other physical address (if on file with Rdio) and email You a copy to the email address You have provided. You will send Your notice to Rdio, Inc., 62 First Street, Suite 500, San Francisco, CA 94105, ATTN: CEO.

b. **Binding Arbitration.** If the parties fail to resolve a Claim through negotiations, within such thirty (30)-day period, either You or Rdio may elect to have the Claim (except as otherwise provided in clause f) finally and exclusively resolved by binding arbitration by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in this API Terms. In the event of a conflict between the terms set forth in this clause b and the JAMS Rules, the terms in this clause b will control and prevail.

Except as otherwise set forth in clause f, You may seek any remedies available to You under federal, state or local laws in an arbitration action. As part of the arbitration, both You and we will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided

in these API Terms, (i) You and Rdio may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision is final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND RDIO ARE WAIVING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

c. **Arbitration Fees.** If You initiate arbitration for a Claim, You will only need to pay an arbitration initiation fee of \$250 and we will pay all other costs charged by JAMS for initiating the arbitration. If we are initiating arbitration for a Claim, we will pay all costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules. Notwithstanding anything in the clause titled "Attorneys' Fees" above to the contrary, You will not be required to pay our attorneys' fees or other costs if You do not prevail in the arbitration.

d. **Location.** The arbitration will take place in Your hometown area if You so notify Rdio in Your notice of arbitration or within ten (10) days following receipt of Rdio's arbitration notice. In the absence of a notice to conduct the arbitration in Your hometown area, the arbitration will be conducted in San Francisco, California, unless the parties agree to video, phone and/or Internet connection appearances. Any Claim not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided exclusively by a court of competent jurisdiction in San Francisco, California, United States of America, and You and Rdio agree to submit to the personal jurisdiction of that court.

e. **Limitations.** You and Rdio agree that any arbitration shall be limited to the Claim between Rdio and You individually. **YOU AND RDIO AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER.**

f. **Exceptions to Negotiations and Arbitration.** You and Rdio agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claims seeking to enforce or protect, or concerning the validity of, any of Your or Rdio's intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such courts' jurisdiction in lieu of arbitration. As some jurisdictions do not allow for some of the dispute resolution provisions set forth in these API Terms, some of these provisions may not apply to You.

g. **Governing Law.** Except as otherwise provided in API Terms, these API Terms shall be governed by, and will be construed under, the laws of the United States of America and the laws of the State of California, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

h. Severability. You and Rdio agree that if any portion this “Dispute Resolution” section is found illegal or unenforceable (except any portion of clause f), that portion shall be severed and the remainder of this section shall be given full force and effect. If clause f is found to be illegal or unenforceable then neither You nor Rdio will elect to arbitrate any Claim falling within that portion of clause f found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within San Francisco, State of California, United States of America, and You and Rdio agree to submit to the personal jurisdiction of that court.

Express Agreement

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE API TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY ACCESSING AND CONTINUING TO USE THE RDIO API, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO RDIO THE RIGHTS SET FORTH HEREIN.

Affiliate Program

You can earn **recurring revenue** each month, for as long as a subscriber recruited by you remains an Rdio subscriber. You can also earn revenue each time someone purchases and downloads an MP3.

- Earn **3% of the subscription fee** (currently that fee is \$9.99) per month for each Rdio Unlimited subscriber you referred
- Earn **2% of the subscription fee** (currently that fee is \$4.99) per month for each Rdio Web subscriber you referred
- Earn **7% of the purchase price** for each MP3 purchased by someone you referred
- 30-day cookie window

If you're creating an app using the [Rdio API \(http://developer.rdio.com/\)](http://developer.rdio.com/), use this offer to send your users to Rdio and earn a commission from all your hard work. For more details on the program, [sign up for a LinkShare account \(https://cli.linksynergy.com/cli/publisher/registration/registration.php?mid=36727\)](https://cli.linksynergy.com/cli/publisher/registration/registration.php?mid=36727) and look at our [advertiser page \(http://cli.linksynergy.com/cli/publisher/programs/advertiser_detail.php?oid=221756&mid=36727\)](http://cli.linksynergy.com/cli/publisher/programs/advertiser_detail.php?oid=221756&mid=36727) on their site.

Once you've signed up you can create links using the LinkShare [deep linking tool \(http://cli.linksynergy.com/cli/publisher/links/deeplinks.php\)](http://cli.linksynergy.com/cli/publisher/links/deeplinks.php). The links are a pretty straight-forward format, so you can write code to craft your own affiliate links or use the [LinkGenerator web service \(http://cli.linksynergy.com/cli/publisher/links/webServices.php?serviceID=43\)](http://cli.linksynergy.com/cli/publisher/links/webServices.php?serviceID=43) to generate links programatically. Alternatively there are [banners and badges \(http://cli.linksynergy.com/cli/publisher/links/link_list.php?mid=36727&oid=221756&nid=1&type=banner\)](http://cli.linksynergy.com/cli/publisher/links/link_list.php?mid=36727&oid=221756&nid=1&type=banner) you can use.

Embeds

You can use Rdio's embeddable players with affiliate links too:

1) First, log into [Linkshare's deep linking tool \(http://cli.linksynergy.com/cli/publisher/links/deeplinks.php\)](http://cli.linksynergy.com/cli/publisher/links/deeplinks.php), to fetch a URL with their parameters. Select "Rdio" from the Advertiser list, paste in the Rdio URL you'll be embedding, and an optional U1 Value if you need it. Their tool will return something like:

```
http://click.linksynergy.com/fs-bin/click?id=1CxKMv3HAfo&subid=&offerid=221756.1&type=10&tmpid=7950&RD_PARM1=http%253A%252F%252Fwww.rdio.com%252F%2523%252Fartist%252FThe_Anniversary%252Falbum%252FDesigning_A_Nervous_Breakdown%252F
```

2) Grab the linkshare-specific parameters (**?id=1CxKMv3HAfo&subid=&offerid=221756.1&type=10&tmpid=7950**), and manually type "linkshare_" in front of each parameter to get something like:

```
?linkshare_id=1CxKMv3HAfo&linkshare_subid=&linkshare_offerid=221756.1&linkshare_type=10&linkshare_tmpid=7950
```

3) paste this at the end of the rd.io link in the embed code, for example:

```
<iframe width="500" height="250" src="http://rd.io/i/QF5DPkdoaw?linkshare_id=1CxKMv3HAfo&linkshare_subid=&linkshare_offerid=221756.1&linkshare_type=10&linkshare_tmpid=7950" frameborder="0">
```

4) there is no step 4.