

Terms and Conditions for Juqed Web

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Terms and Conditions for Juqed Web

Last updated: 11 August 2026 · These terms apply to the host access at **web.juqed.com**, including the paid tiers available there. The privacy policy for this access is at [Legal](#), the withdrawal instructions are at [Right of withdrawal](#). This is a translation; the [German version](#) prevails.

1. Scope of these terms

1.1 All services provided by **Michael Hankemann, Zum Gehölz 2, 45731 Waltrop, Germany** (the “provider”, “we”) at **web.juqed.com** (“Juqed Web”) are provided exclusively on the basis of these terms and conditions (the “terms”). Full provider details are given in the [imprint](#).

1.2 We do not accept differing terms of the customer unless we have expressly agreed to them in text form. These terms also apply if we render our services without reservation while aware of conflicting or differing customer terms.

1.3 These terms apply equally to consumers and businesses. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession (§ 13 German Civil Code, BGB). A business is a natural or legal person or a partnership with legal capacity acting in the exercise of their trade, business or profession (§ 14 (1) BGB). Where a provision applies to only one of the two groups, this is stated expressly.

1.4 These terms do **not** cover:

- the apps **Juqed** (Mac) and **Juqed Go** (iPhone and iPad), including purchases and subscriptions offered within them. They are distributed exclusively through Apple’s App Stores; Apple Inc. is the merchant of record there and Apple’s terms apply.
- your guests taking part via **go.juqed.com**. Guests do not enter into a contract with us; they take part at the host’s invitation.
- the information pages at juqed.com.

2. Subject matter of the service

2.1 Juqed Web is browser-based access for hosts: you create an event, your guests suggest tracks and vote on them via go.juqed.com, and playback runs on your own device. The scope owed follows from the description of the tier you chose at the time of ordering and from the overview of your tier in your account.

2.2 **What you need to bring yourself:** your own paid Apple Music subscription, a device with a current browser that stays awake and connected to the internet for the whole event, and an open player window. If any of these is missing, no music plays. That is not a defect in our service.

2.3 **We do not supply music.** Juqed Web controls playback but does not itself transmit any music and does not grant any rights in music. See section 9.

2.4 There is a free tier with a one-off trial period, a subscription (“Gold”) with a billing period of your choice, a one-off purchase (“Pro”) without recurring payment, and access levels we grant individually (such as “Beta”). Which tiers can be ordered, what limits apply to them and what they cost follows from the offer at the time of ordering.

2.5 We are entitled to develop our services further, adapt them to technical progress and improve them. This applies in particular where an adjustment appears necessary to prevent abuse, to follow changes to third-party interfaces – namely Apple Music and MusicKit – or where we are required by law to adapt them. For consumers, changes to the agreed scope are governed by § 327r BGB; a change that impairs accessibility or usability beyond a mere adjustment will be announced by e-mail at least six weeks in advance, together with a notice of the right to terminate.

2.6 **Free services** – the free tier, the trial period, beta access and features that are not part of your paid tier – are provided voluntarily. We may change, restrict or discontinue them at any time. There is no entitlement to them.

3. Your account

3.1 You need an account to use Juqed Web. You register for one at web.juqed.com with your e-mail address; the account is tied to that address.

3.2 The account itself is free of charge and does not in itself create any payment obligation.

3.3 The account is personal. Do not pass on your access to others. A paid tier entitles the account holder to use the service; it is not a multi-seat licence.

3.4 You can delete your account yourself at any time (in your account, after a confirmation). **Deleting the account cancels a running subscription; time already paid for is not refunded. A one-off “Pro” purchase is likewise forfeited on deletion; it cannot be restored on a new account.** If you want to keep the two apart, cancel first and delete the account at the end of the paid period.

4. Formation of the contract, handling via Paddle

4.1 **The free tier.** A contract between you and us comes into existence as soon as you register (section 3.1): a free contract of use covering the free tier. It creates no payment obligation, runs for an indefinite period and ends when you delete your account (section 3.4). Its content is governed by section 2.6: we provide these services voluntarily and may change, restrict or discontinue them.

4.2 **Paid tiers.** The presentation of tiers and prices in your account is not a binding offer but an invitation for you to make one.

4.3 By clicking the payment button in the checkout window you make a binding offer. The contract comes into existence once we accept that offer or unlock the tier ordered. We reserve the right to refuse to enter into a contract without giving reasons.

4.4 **Paddle as merchant of record.** Ordering, payment and invoicing are handled by our partner **Paddle.com Market Limited**, 30 Old Bailey, London EC4M 7AU, United Kingdom (company number 8172165). Paddle acts as reseller and merchant of record: **Paddle is your contracting party for the purchase**, issues the invoice and remits VAT. Paddle's own terms, shown to you in the checkout window, apply to the purchase in addition. These terms govern the provision and use of Juqed Web itself; claims to the service and declarations of cancellation or withdrawal are addressed to us.

4.5 The contract language is German. We provide an English version of these terms for information; in the event of discrepancies the German version prevails.

4.6 We do not store the contract text in a form separately retrievable by you. You can call up these terms here at any time, save them as a PDF and print them. Your invoices are held in your Paddle customer account; the way there is in your Juqed account.

4.7 Entering into a paid contract requires that you have unlimited legal capacity.

5. Prices and payment

5.1 All prices include the statutory value added tax unless expressly shown as net prices. The price shown during the ordering process is the one that applies.

5.2 Charges are payable in advance: for a subscription at the beginning of each billing period, for a one-off purchase once with the order.

5.3 You receive your invoice from Paddle by e-mail; it is also held in your Paddle customer account. You manage your payment methods there as well.

5.4 **Price changes** take effect no earlier than the next renewal. We announce them at least six weeks in advance to the e-mail address you have on file. If you do not agree, cancel before the renewal (section 6) – periods already paid for are unaffected. We do not treat your silence as consent.

5.5 **If a payment fails**, Paddle retries it under the rules in force there and notifies you. For that period we may suspend the paid features; we are under no obligation to keep providing them. If payment has not been received by the time the retries end, the subscription ends and your account falls back to the free tier; account, settings and data remain. Costs incurred by us through a chargeback for which you are responsible may be invoiced to you; you remain free to prove that the loss was lower.

5.6 In the event of late payment we may claim default interest under § 288 BGB.

5.7 Periods already paid for are not refunded pro rata upon cancellation; the service remains available to you until the end of the period. This does not affect the right of withdrawal (section 7), the refund rules in sections 6.6 and 9.2, or statutory claims.

6. Term, renewal and cancellation

6.1 The subscription runs for the period you chose (week, month or year) and renews automatically for the same duration unless cancelled.

6.2 **You can cancel at any time – there is no notice period.** Cancellation takes effect at the end of the period already paid for: until then nothing changes; after that your account falls back to the free tier and nothing further is charged.

6.3 There are three ways to cancel:

- in your account;
- **without signing in**, via the cancellation button pursuant to § 312k BGB, which we make available on web.juqed.com as required by law;
- informally in text form (§ 126b BGB), for example by e-mail to **mail@juqed.com**. Please state your name and the e-mail address of your account.

6.4 The one-off purchase “Pro” has no term, does not renew and does not need to be cancelled. It is provided for an indefinite period; section 6.6 applies if the service is discontinued.

6.5 **Termination for cause.** Either party may terminate the contract without notice for good cause. Good cause exists for us in particular if you culpably breach a material obligation under sections 3, 8 or 9 and fail to remedy it within a reasonable period despite a warning. In the case of serious breaches, such as unlawful content, no warning is required. Section 5.5 takes precedence where payment is not made.

6.6 **Discontinuation of the service.** We may discontinue Juqed Web. To do so we terminate running contracts with three months’ notice, and for subscriptions to the end of the current billing period. If the discontinuation falls within the first 24 months after a one-off “Pro” purchase, we refund the purchase price paid pro rata for each full month missing from those 24 months. Observing that notice period and making that refund settle the consequences of the discontinuation; section 12 remains unaffected.

6.7 Cancelling a subscription does not end your account. If you also want your data gone, delete the account (section 3.4).

7. Right of withdrawal for consumers

7.1 Consumers have a statutory right of withdrawal. The details, the deadlines and the model withdrawal form are set out in our **withdrawal instructions**.

7.2 You can declare withdrawal via the electronic withdrawal function pursuant to § 356a BGB, which we make available on web.juqed.com as required by law – no sign-in required –, from within your signed-in account, or informally in text form to mail@juqed.com.

7.3 **We do not let the right of withdrawal expire early.** Even if you start using Juqed Web immediately after purchase, your right of withdrawal remains in place for the entire period. If you withdraw, we refund the payment in full; we do not claim compensation for the value of the service used in the meantime.

8. Your obligations

8.1 You warrant that the information you provide to us is complete and correct, and you notify us of any changes without undue delay.

8.2 **Means of payment.** For as long as a paid contract is running, you keep a valid means of payment on file in your Paddle customer account and make sure the payment due can be collected – in particular that the card or mandate has not expired and is not blocked, and that sufficient funds are available. If anything changes, update it in good time before the next renewal; you will find the way there in your Juqed account. If payment is not made, section 5.5 applies.

8.3 We are entitled to send all information and declarations relevant to the contractual relationship to the e-mail address you have on file. **Keep that address able to receive mail and check it regularly.** Sign-in codes, confirmations of cancellation and withdrawal, and notices of changes all go there.

8.4 Handle your access credentials carefully: sign-in codes are not meant to be passed on, and an open session in a browser is open access to your account. If you become aware that third parties are using your access without authorisation, inform us without undue delay. You are liable for damage resulting from disclosure or inadequate protection for which you are responsible.

8.5 Use the resources made available to you in such a way that the security, availability and integrity of our systems are not impaired. Automated bulk requests and circumventing access controls or the limits of your tier are prohibited in particular.

8.6 **You are responsible for the content of your event.** What you enter into the blocklist, what your guests choose as display names and what they request must not breach applicable law or infringe third-party rights. As the host you determine what appears on your guest page and can remove entries at any time.

8.7 If you breach the obligations under this section, we are entitled to block the event, the access or the account concerned. If the breach persists or is serious, we may terminate for cause under section 6.5 and delete the account thereafter (section 13.3). This does not affect the payment obligation unless we are responsible for the block.

9. Music, Apple Music and public performance

9.1 Playback runs exclusively through your own Apple Music account and directly between your browser and Apple. Your contract with Apple applies in that respect. We are not party to it and give no assurance as to availability, catalogue coverage or the continued existence of that service.

9.2 If Apple changes the terms of Apple Music or of MusicKit, or discontinues the interface, this may limit or prevent the use of Juqed Web. We are not responsible for that. If performance becomes permanently impossible as a result, either party may terminate the contract for cause; periods already paid for but no longer usable are then refunded pro rata.

9.3 **Public performance is your responsibility.** Under Apple's terms, Apple Music is intended for private, non-commercial use. If you play music in public – for example in a bar or restaurant, at a club event, a company party or any other event beyond a private circle – you need the necessary rights,

where applicable a registration with the competent collecting societies (in Germany GEMA and GVL), and a music service suitable for that purpose. That is your responsibility alone; we neither check it nor owe it.

10. Operation and availability

10.1 We operate Juqed Web with the care of a diligent provider. We do not promise any particular level of availability; there is no service level agreement. Your statutory rights in the event of defects (section 11) remain unaffected.

10.2 The service may be unreachable at times – for example because of maintenance, updates or faults. Where possible we schedule maintenance for times of low usage. We remedy faults within our sphere of responsibility within a reasonable period.

10.3 Beyond our control are, in particular, force majeure, faults at Apple Music or MusicKit, faults in third-party networks, acts of third parties not commissioned by us, and limitations of your own device, browser or internet connection.

11. Defects

11.1 The statutory provisions apply. For consumer contracts on digital products, §§ 327 et seq. BGB apply, including the obligation to provide updates; we make no arrangements departing from these to your detriment.

11.2 Please report defects to us without undue delay and help us narrow them down – the time, browser, operating system and the exact wording of any error message are useful.

11.3 As things stand technically, software cannot be produced in such a way that it works flawlessly in every combination of device, operating system and browser. We owe the quality that is customary for a service of this kind and that you may expect – not freedom from error in every conceivable environment.

12. Liability

12.1 We are liable, on whatever legal basis, only in accordance with the following provisions.

12.2 In cases of intent and gross negligence we are liable under the statutory provisions.

12.3 In cases of slight negligence we are liable only for the breach of a material contractual obligation, the fulfilment of which is essential to the proper performance of the contract and on the observance of which you may regularly rely (cardinal obligation). In such cases our liability is limited to the foreseeable damage typical for this type of contract.

12.4 In cases of slight negligence, liability is additionally capped at the amount you paid under the contract concerned in the twelve months before the damaging event.

12.5 **Loss of data.** For loss of data we are liable, in cases of slight negligence, only up to the cost of restoration that would have been incurred had you kept proper and regular backups (section 13).

12.6 Otherwise, liability for slight negligence is excluded, in particular for indirect damage, consequential damage and lost profit.

12.7 The above limitations do not apply to injury to life, body or health, to fraudulent concealment of a defect, to the assumption of a guarantee, or to liability under the German Product Liability Act.

12.8 Where our liability is excluded or limited, this also applies to the liability of our employees, representatives and vicarious agents.

12.9 **Fallback.** Juqed Web plays music on your device, through your access and over your internet connection. If music failing would cause you significant cost at your event, keep a fallback ready. Failing to do so may amount to contributory negligence (§ 254 BGB).

13. Your data and backups

13.1 Playlist, history, requests and your guests' display names are operational data of the respective event. They are deleted when the event ends. We are under no obligation to back up this data.

13.2 If you want to keep any of it, save it yourself beforehand.

13.3 After the contract ends and after your account is deleted, we may irrevocably delete the data still stored, unless a statutory retention obligation applies.

14. Data protection

14.1 Which personal data we process in connection with Juqed Web, for what purpose and for how long is set out in the [Juqed Web privacy policy](#).

14.2 We process this data as controller within the meaning of the GDPR; we do not act as a processor for you under Art. 28 GDPR. Paddle is a separate controller for payment processing.

15. Third-party rights and indemnity

15.1 You warrant that, to the best of your knowledge, the content posted by you and your guests does not infringe third-party rights and does not pursue unlawful purposes.

15.2 If claims are brought against us in respect of content or acts within your sphere of responsibility, you shall indemnify us against those claims and reimburse the reasonable costs of a necessary legal defence, insofar as you are responsible for the breach. This applies in particular to infringements of copyright, trade mark, name, personality, data protection and competition law, and to claims by collecting societies under section 9.3.

15.3 If third parties credibly assert that content within your sphere of responsibility infringes their rights, or if an infringement appears likely on the basis of objective indications, we may block the event or account concerned for as long as the infringement or the dispute about it continues. In the case of obvious and serious breaches we may terminate for cause. We inform you of a block without undue delay.

16. Changes to these terms

16.1 We may change these terms with effect for the future where

- the change serves to bring the terms into line with changed law or with court or regulatory decisions;
- new services, features or technical or organisational processes require a provision;

- the change is exclusively advantageous for you; or
- it closes a gap that has arisen through circumstances occurring after the contract was concluded and whose continuation would be unreasonable.

16.2 We notify you of the change at least six weeks before it takes effect, marking the changes, to the e-mail address you have on file.

16.3 **For running subscriptions the changed terms apply from the next renewal**, not already to the period already paid for. If you do not agree, cancel beforehand (section 6.2) – your contract then ends under the previous terms. We point out the deadline and this consequence expressly in the notice.

16.4 The one-off purchase “Pro” has no renewal. Changed terms apply here only if you agree to them, or insofar as the change is required by law or exclusively advantageous for you under section 16.1.

17. Transfer of the contract

17.1 We are entitled to transfer the contract, together with all rights and obligations, to a third party. We inform you of this by e-mail at least six weeks in advance. In that case you are entitled to terminate the contractual relationship for cause with immediate effect up to the time the transfer takes effect; periods already paid for but not used are then refunded pro rata.

17.2 You may transfer the contract to third parties only with our consent.

18. Final provisions

18.1 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer, this choice of law applies only insofar as it does not deprive you of the protection of mandatory provisions of the state in which you have your habitual residence (Art. 6 (2) Rome I Regulation).

18.2 If you are a merchant, a legal person under public law or a special fund under public law, our registered seat is the exclusive place of jurisdiction for all disputes arising from and in connection with this contractual relationship; we are additionally entitled to sue at your general place of jurisdiction. For consumers the statutory places of jurisdiction apply.

18.3 We are neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board (§ 36 German Act on Alternative Dispute Resolution in Consumer Matters, VSBG).

18.4 Text form pursuant to § 126b BGB is sufficient for declarations arising from this contractual relationship unless otherwise stipulated. An e-mail is enough.

18.5 Should any provision of these terms be or become wholly or partly invalid, this does not affect the validity of the remaining provisions or of the contract. The statutory provision takes the place of the invalid one.

Provider identification pursuant to § 5 DDG (German law)

Legal Notice (Impressum)

As of: July 10, 2026

Information pursuant to § 5 DDG

Michael Hankemann

Zum Gehölz 2
45731 Waltrop
Germany

Email: mail@juqed.com

This legal notice covers all of the operator's offerings: **juqed.com** (website), **go.juqed.com** (Juqed Go guest page) and **web.juqed.com** (host access with user account), as well as the Juqed and Juqed Go apps. The applicable privacy policy for each is available under [Legal](#).

Responsible person pursuant to § 18 (2) MStV

Michael Hankemann, Zum Gehölz 2, 45731 Waltrop, Germany

VAT identification number

VAT identification number pursuant to § 27a of the German VAT Act (Umsatzsteuergesetz):
DE463506983

Note: The Juqed app is distributed exclusively through the Apple Mac App Store. Apple Inc. acts as Merchant of Record and is responsible for processing the purchase, including its tax treatment.

Dispute resolution

The operator is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board (§ 36 VSBG).

Liability for content

The contents of this site have been created with the greatest care. However, no guarantee can be given for the accuracy, completeness or currency of the contents. As a service provider, the operator is responsible under § 7 (1) DDG for own content on these pages in accordance with general laws.

Liability for links

This website contains references to external third-party websites (Apple Mac App Store, Hetzner Online GmbH, LDI NRW) over whose content we have no influence. The respective provider is always responsible for the contents of linked pages. Should we become aware of any legal violations, the

corresponding links will be removed promptly.

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