

PROPOSED TARIFF

Filed with the Copyright Board by ARTISTI on 2021-10-15 pursuant to subsection 67(1) of the Copyright Act

Proposed Tariff Title: Statement of Royalties to be Collected by ARTISTI From Online Music Services (2023-2025)

For the making available to the public, the communication to the public by telecommunication and the reproduction, in Canada, of performances fixed in a sound recording.

Proposed Short Title: *ARTISTI Online Music Services Tariff (2023-2025)*

Effective Period: 2023-01-01 – 2025-12-31

STATEMENT OF ROYALTIES TO BE COLLECTED BY ARTISTI FROM ONLINE MUSIC SERVICES FOR THE MAKING AVAILABLE TO THE PUBLIC, THE COMMUNICATION TO THE PUBLIC BY TELECOMMUNICATION AND THE REPRODUCTION, IN CANADA, OF PERFORMANCES FIXED IN A SOUND RECORDING (2023-2025).

Short Title

1. This tariff may be cited as the *ARTISTI Online Music Services Tariff (2023-2025)*.

Definitions

2. In this tariff,

“accompanying performer” means the role of a performer who accompanies, in the background, the principal performer; (« *artiste accompagnateur* »)

“audio track” means a sound recording of a musical work incorporating at least one performance or participation of a performer, and, for greater certainty, excludes a music video; (« *piste sonore* »)

“authorized distributor” means any person who has entered into an agreement with a licensee permitting that person to distribute the service; (« *distributeur autorisé* »)

“bundle” means two or more digital files offered as a single product; (« *ensemble* »)

“download” means the receipt by an end user of a file from a download service and making a reproduction thereof onto a storage device whether this reproduction is permanent or becomes unusable where certain conditions are met; (« *téléchargement* »)

“download service” means a service that transmits to end users a file that is intended to be copied onto a storage device and results in a durable copy of that file; (« *service de téléchargement* »)

“end user” means a person who accesses an online music service, whether the person pays a fee or provides other consideration for the service or uses the service free of charge; (« *utilisateur final* »)

“file” except within the meaning of article 16, means a digital file of either an audio track or a music video; (« *fichier* »)

“free interactive webcast service” means a webcast service where the files are chosen by a unique visitor and received for free at a place and time individually chosen by that person; (« *service de webdiffusion interactive gratuite* »)

“gross revenue” means, in relation to an online music service, all revenues received by a licensee whether in cash, in kind, in barter or contra, including revenues received for use of the service, and revenues received for promotional activities, such as advertising, that are attributed to the operation of the service; (« *revenus bruts* »)

“hybrid webcast service” means a webcast service where the files transmitted to an end user may also be copied onto a storage device for the purpose of listening to them later, and where the period for which such files are retained, or the number of files that may be so retained, or both, is limited, and established by the service; (« *service de webdiffusion hybride* »)

“identifier” means the unique identifier an online music service assigns to a file or bundle; (« *identificateur* »)

“interactive webcast service” means a webcast service where the files are chosen by the end user and received at a place and time individually chosen by that person; (« *service de webdiffusion interactive* »)

“licensee” means a person that operates an online music service that is licensed under this tariff; (« *titulaire de licence* »)

“limited download” means a download for which the reproduction of the file received by the end user onto a storage device becomes unusable where certain conditions are met; (« *téléchargement limité* »)

“limited download service” means a download service where the downloaded files, through technological means, become unusable upon the happening of a certain event or events, such as the end of the end user’s subscription; (« *service de téléchargement limité* »)

“mixed bundle” means a bundle that contains at least one file containing an audio track and at least one file containing a music video; (« *ensemble mixte* »)

“music video” means an audiovisual representation of one or more musical works, including a concert; (« *vidéo de musique* »)

“non-interactive webcast service” means a webcast service where the end user exercises no control over the content nor the timing of the transmission of the files; (« *service de webdiffusion non interactive* »)

“online music service” means a non-interactive webcast service, a semi-interactive webcast service, an interactive webcast service whether or not it offers free interactive webcasts, a hybrid webcast service, a limited download service, or a permanent download service; (« *service de musique en ligne* »)

“performance”: means the performance of a work by a performer who has entrusted ARTISTI with the management of the copyrights covered by this tariff; (« *prestation* »)

“permanent download service” means a download service, but does not include a limited download service; (« *service de téléchargement permanent* »)

“play” means the single performance of a file by an end user; (« *écoute* »)

“portable limited download” means a limited download that uses technology that allows the subscriber to reproduce the file on a device or medium other than the device or medium to which an online music service delivered the file; (« *téléchargement limité portable* »)

“principal performer” means the role of the performer whose performance is in the foreground of the sound recording; (« *artiste principal* »)

“quarter” means from January to March, from April to June, from July to September and from October to December; (« *trimestre* »)

“repertoire” means any performance fixed in a sound recording in relation to which the management of the copyrights which are the subject of this tariff has been entrusted to ARTISTI; (« *répertoire* »)

“semi-interactive webcast service” means a webcast service where the end user exercises some level of control over the content of the files, or timing of the transmission of the files, or both; (« *service de webdiffusion semi-interactive* »)

“service provider” means a professional service provider retained by ARTISTI to assist in the conduct of an audit or in the distribution of royalties to rights holders; (« *prestataire de services* »)

“sound recording” has the meaning given to it in the *Copyright Act*, R.S.C. 1985, c. C-42; (« *enregistrement sonore* »)

“subscriber” means a person who accesses an online music service, pursuant to a contract or otherwise, whether the person pays a fee or provides other consideration for the service or uses the service free of charge; (« *abonné* »)

“unique visitor” means a person, excluding a subscriber, who receives a free on-demand stream from an online music service in a given month; (« *visiteur unique* »)

“webcast service” means a service that transmits files to end users, where the files are intended to be copied by the end user onto a storage device only to the extent required to

allow listening or viewing the contents of the file at substantially the same time as when the file is received. (« *service de webdiffusion* »)

Application

3. (1) This tariff entitles a licensee, and their authorized distributors, in connection with the operation of an online music service,

(a) to make available and communicate to the public by telecommunication a performance fixed in a sound recording in a way that allows a member of the public to have access to it from a place and at a time individually chosen by that member of the public;

(b) to reproduce all or part of a performance fixed in a sound recording for the purpose of transmitting it in a file to members of the public in Canada via the Internet or another digital network, including by wireless transmission;

(c) to authorize another person to reproduce a performance fixed in a sound recording for the purpose of delivering to the service a file that can then be reproduced and transmitted pursuant to paragraph (b); and

(d) to authorize members of the public in Canada to further reproduce, for their own private use, a performance fixed in a sound recording that has been reproduced and transmitted pursuant to paragraph (b).

(2) Despite subsection (1), this tariff does not

(a) apply to activities subject to a tariff that could be certified in connection with the reproduction of performances made by the Canadian Broadcasting Corporation, the pay audio services and the satellite radio services within the framework of their Internet activities (in particular the *Artisti-CBC Tariff, 2021-2023*, the *Artisti Pay Audio Services Tariff, 2018-2020 and 2021-2023*, and the *Artisti Satellite Radio Tariff, 2018-2020 and 2021-2023*);

(b) apply to the communication to the public by telecommunication of published sound recordings, as provided for in sections 19 and 20 of the *Copyright Act*;

(c) authorize the reproduction of a performance fixed in a sound recording in a medley, for the purpose of creating a mashup, for use as a sample;

(d) authorize any modification of a performance fixed in a sound recording or its use in association with a product, service, cause or institution; nor

(e) authorize the reproduction or communication by telecommunication of a performance fixed in a sound recording for the purpose of providing a free preview of an entire music album by webcast, in association with the operation of a permanent download service for audio tracks.

(3) For greater certainty, this tariff

(a) does not authorize the owner of the copyright in a sound recording to authorize the reproduction of a performance fixed in the sound recording or authorize its being made available to the public and its communication to the public, by telecommunication, such that everyone may have access thereto from the place and time they choose to do so individually ; and

(b) does not apply to the operation of a service that allows end users to store and retrieve — or allows end users to direct the operator of the service to store and retrieve — a performance fixed in a sound recording.

Period of Application

(4) This tariff applies to activities from January 1, 2023 to December 31, 2025.

Royalties Payable

4. (1) The royalties payable to ARTISTI by a licensee that operates

(a) a non-interactive webcast service for audio tracks shall be the highest of the following amounts, subject to a minimum of 60¢ per subscriber:

i)
$$\frac{A \times B}{C}$$

where

(A) is 9.07 per cent of the amounts paid by subscribers for the service during the month,

(B) is the number of plays of non-interactive webcasts requiring an ARTISTI licence during the month, and

(C) is the number of plays of all non-interactive webcasts during the month.

ii) 1.18% of their gross revenues attributable to the operation of that service;

(b) a semi-interactive webcast service for audio tracks shall be the highest of the following amounts, subject to a minimum of 60¢ per subscriber:

i)
$$\frac{A \times B}{C}$$

where

(A) is 9.07 per cent of the amounts paid by subscribers for the service during the month,

(B) is the number of plays of semi-interactive webcasts requiring an ARTISTI licence during the month, and

(C) is the number of plays of all semi-interactive webcasts during the month.

ii) 1.18% of their gross revenues attributable to the operation of that service;

(c) an interactive webcast service for audio tracks shall be the highest of the following amounts, subject to a minimum of \$1.4910 per subscriber:

i) $\frac{A \times B}{C}$

where

(A) is 22.37 per cent of the amounts paid by subscribers for the service during the month,

(B) is the number of plays of interactive webcasts requiring an ARTISTI licence during the month, and

(C) is the number of plays of all interactive webcasts during the month.

ii) 2.91% of their gross revenues attributable to the operation of that service;

(d) a hybrid webcast service for audio tracks shall be the highest of the following amounts, subject to a minimum of \$1.4910 per subscriber:

i) $\frac{A \times B}{C}$

where

(A) is 22.37 per cent of the amounts paid by subscribers for the service during the month,

(B) is the number of plays of hybrid webcasts requiring an ARTISTI licence during the month, and

(C) is the number of plays of all hybrid webcasts during the month.

ii) 2.91% of their gross revenues attributable to the operation of that service;

(e) a permanent download service for audio tracks shall be the highest of the following amounts, subject to a minimum of 9.5¢ per permanent download which is part of a bundle that contains 13 or more files and 16.7¢ per permanent download in all other cases.

i) 24.06 per cent of the amount paid by the end user for the download;

ii) 3.13% of the total amount paid by end users for the downloads of audio tracks;

(f) a limited download service for audio tracks shall be the highest of the following amounts, subject to a minimum of \$2.6915 per subscriber if portable limited downloads are allowed and of \$1.7833 per subscriber if they are not.

i) $\frac{A \times B}{C}$

where

(A) is 24.06 per cent of the amounts paid by subscribers for the service during the month,

(B) is the number of limited downloads requiring an ARTISTI licence during the month, and

(C) is the total number of limited downloads during the month.

ii) 3.13% of the amount paid by subscribers for the service during the month;

(g) a free interactive webcast service for audio tracks shall be of 0.39¢ per free interactive webcast received by a unique visitor.

Mixed Bundles

(2) For the purposes of paragraph 4(1)(e), where an end user pays for a mixed bundle, the amount paid by the end user for the files containing audio tracks in the bundle shall be deemed to be

(a) the price of the bundle, multiplied by the sum of the prices of the files containing audio tracks when not sold in a bundle, divided by the sum of the prices of all files in the bundle when not sold in a bundle; or

(b) when information required to calculate paragraph (a) is not available, the price of the bundle multiplied by the number of files containing audio tracks, divided by the sum of the number of files containing audio tracks and two times the number of files containing a music video.

Adjustments

(4) When a sound recording incorporates both a performance and the participation of a performer:

(a) for the purposes of subsections 4(1)a)i), 4(1)b)i), 4(1)c)i), 4(1)d)i) et 4(1)f)i), only the share held by ARTISTI shall be included in (B), the principal performers being entitled to 80 per cent of the royalties and the accompanying performers 20 per cent; and

(b) for the purposes of subsection 4(1)e)i) and of section 4(1)g), the applicable rate is the relevant rate multiplied by the share that ARTISTI holds, the principal performers being entitled to 80 per cent of the royalties and accompanying performers to 20 per cent.

Previews

(5) Despite paragraphs 4(1)(a) to (c), a person who operates, in association with the operation of a permanent download service for audio tracks, a service identified in those paragraphs only for the purpose of providing a preview of not more than 90 seconds of an audio track by webcast is not required to pay any royalties with respect to the operation of that service.

Taxes

(6) All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

ADMINISTRATIVE PROVISIONS

Reporting Requirements: Service Identification

5. No later than the earlier of 20 days after the end of the first month during which a licensee, in connection with the operation of an online music service, communicates or reproduces a file requiring an ARTISTI licence under this tariff, or authorizes another person to do the same, and in any event before the service first makes that file available to the public, the licensee shall provide to ARTISTI the following information:

- (a) the name of the person who operates the service, including
 - (i) if a corporation, its name and a mention of its jurisdiction of incorporation,
 - (ii) if a sole proprietorship, the name of the proprietor,
 - (iii) if a partnership, the name of each partner, and
 - (iv) in any event, the names of the principal officers or operators of the service or any other service,together with any other trade name under which the service carries on business;
- (b) the address of its principal place of business;
- (c) the name, address and email of the persons to be contacted for the purposes of notice and, if different from that name, address and email, for the payment of royalties, the provision of information pursuant to subsection 16(2) and any inquiries related thereto;
- (d) the name of each online music service operated by the licensee;
- (e) the name and address of any authorized distributor;
- (f) the Uniform Resource Locator (URL) of each Internet site at or through which the service is or will be offered; and
- (g) all of the services identified in paragraphs 4(1)(a) to 4(1)(g) that the licensee operates.

Music Use Report

Definition

6. (1) In this section, “required information” means, in respect of a file, where available

- (a) its identifier;
- (b) the title of the work or works performed by at least one performer it contains;
- (c) whether the file contains an audio track or a music video;
- (d) the name and surname (and the pseudonym, as the case may be) of each performer or group of performers associated with the audio track contained in the file;
- (e) the name of the person who released the audio track contained in the file;
- (f) if the licensee believes that an ARTISTI licence is not required, the information establishing why such a licence is not required;
- (g) the name of each author of each work;
- (h) the International Standard Recording Code (ISRC) assigned to the audio track contained in the file;
- (i) in the case of a file containing an audio track, if the audio track contained in the file is or has been released in physical format as part of an album, the name, identifier, product catalogue number and the Universal Product Code (UPC) assigned to the album, together with the associated disc and track numbers;
- (j) the Global Release Identifier (GRid) assigned to the file and, if applicable, the GRid of the album or bundle in which the file was released;
- (k) the running time of the file, in minutes and seconds;
- (l) any alternative title used to designate the work performed on the audio track contained in the file; and
- (m) any alternative identification for each performer or group of performers associated with the audio track.

(1.1) For certainty, information is “available” under subsection (1) if it is in the possession or control of the licensee operating the relevant online music service, regardless of the form or the way in which it was obtained.

Non-interactive Music Webcast Service

(2) No later than 20 days after the end of each month, any licensee that operates an online music service in relation to which they are required to pay royalties pursuant to paragraph 4(1)(a) shall provide, in relation to that service, to ARTISTI, a report setting out, for that month,

- (a) in relation to each file that was transmitted to an end user, the required information;

- (b) the number of plays of each file;
- (c) the total number of plays of all files;
- (d) the number of subscribers to the service and the total amounts paid by them; and
- (e) the gross revenue attributable to the operation of the service.

Semi-interactive Music Webcast Service

(3) No later than 20 days after the end of each month, any licensee that operates an online music service in relation to which they are required to pay royalties pursuant to paragraph 4(1)(b) shall provide, in relation to that service, to ARTISTI, a report setting out, for that month,

- (a) in relation to each file that was transmitted to an end user, the required information;
- (b) the number of plays of each file;
- (c) the total number of plays of all files;
- (d) the number of subscribers to the service and the total amounts paid by them; and
- (e) the gross revenue attributable to the operation of the service.

Interactive Music Webcast Service

(4) No later than 20 days after the end of each month, any licensee that operates an online music service in relation to which they are required to pay royalties pursuant to paragraph 4(1)(c) shall provide, in relation to that service, to ARTISTI, a report setting out, for that month,

- (a) in relation to each file that was transmitted to an end user, the required information;
- (b) the number of plays of each file;
- (c) the total number of plays of all files;
- (d) the number of subscribers to the service and the total amounts paid by them; and
- (e) the gross revenue attributable to the operation of the service.

Hybrid Music Webcast Service

(5) No later than 20 days after the end of each month, any licensee that operates an online music service in relation to which they are required to pay royalties pursuant to paragraph 4(1)(d) shall provide, in relation to that service, to ARTISTI, a report setting out, for that month,

- (a) in relation to each file that was transmitted to an end user, the required information;
- (b) the number of plays of each file;

- (c) the total number of plays of all files;
- (d) the number of subscribers to the service and the total amounts paid by them; and
- (e) the gross revenue attributable to the operation of the service.

Permanent Download Music Service

(6) No later than 20 days after the end of each month, any licensee that operates an online music service in relation to which they are required to pay royalties pursuant to paragraph 4(1)(e) shall provide, in relation to that service, to ARTISTI, a report setting out, for that month, in relation to each file that was downloaded by an end user,

- (a) the required information;
- (b) the number of times the file was downloaded as part of a bundle, the identifier of each such bundle, the number of files included in each such bundle, and the amount paid by end users for each such bundle, the share of such amount allocated to the file by the service, and a description of the manner in which such allocation was made;
- (c) in the case of files downloaded as part of a mixed bundle, the number of audio tracks in the bundle, and the revenues allocated to the audio tracks in the bundle, and a description of the manner in which such allocation was made;
- (d) the number of other permanent downloads of the file and the amounts paid by end users for the file;
- (e) the total amount paid by end users for bundles;
- (f) the total amount paid by end users for permanent downloads; and
- (g) the total number of permanent downloads provided

Limited Download Music Service

(7) No later than 20 days after the end of each month, any licensee that operates an online music service in relation to which they are required to pay royalties pursuant to paragraph 4(1)(f) shall provide, in relation to that service, to ARTISTI, a report setting out, for that month,

- (a) in relation to each file that was transmitted to an end user, the required information;
- (b) the number of times each file was downloaded;
- (c) the total number of downloads;
- (d) the number of plays of each file as an interactive webcast;
- (e) the total number of plays of all files as an interactive webcast; and

(f) the total number of subscribers and the total amounts paid by them for the service during that month.

Free Interactive Webcast Service

(8) No later than 20 days after the end of each month, any licensee that operates an online music service in relation to which they are required to pay royalties pursuant to paragraph 4(1)(g) shall provide, in relation to that service, to ARTISTI a report setting out, for that month,

- (a) in relation to each file that was transmitted to an end user, the required information;
- (b) the number of plays of each file;
- (c) the total number of plays of all files;
- (d) the number of unique visitors;
- (e) a description of the manner in which each unique visitor is identified; and
- (f) the number of plays by each unique visitor.

Reporting Obligations

(9) A licensee that is required to provide a report to ARTISTI pursuant to more than one of subsections 6(2) to 6(8), shall file a separate report pursuant to each applicable subsection.

Calculation and payment of Royalties

7. No later than 180 days after receiving from a licensee a report pursuant to section 6 for the last month in a quarter, ARTISTI shall provide to the licensee a detailed calculation of the royalties payable for that quarter for each file and a report setting out, in relation to the received report,

- (a) which files are made up solely of one or several performances;
- (b) which files are made up solely of one or several participations by one or several performers;
- (c) which files are made up of:
 - i) one or several performances, and
 - ii) one or several participations by one or several performers,along with an indication of the royalty percentage allocated to such performance(s); and
- (d) with respect to all other files, an indication of the reason for which ARTISTI is unable to provide an answer pursuant to paragraph (a), (b) or (c).

8. Royalties payable to ARTISTI under this tariff shall be due no later than 20 days after an online music service receives the report pursuant to section 7 .

Repertoire Disputes

9. (1) A licensee that disputes the indication that a file contains a performance shall provide to ARTISTI information that ARTISTI deems sufficient to establish that an ARTISTI licence is not required pursuant to this tariff .

(2) A licensee that disputes the indication more than 20 days after receiving a report pursuant to section 7 is not entitled to interest on the amounts owed to them.

Adjustments

10. Updates to any information provided pursuant to sections 5, 6, 7, and 9 shall be provided with the next report dealing with such information.

11. (1) Subject to subsection (2), adjustments in the amount of royalties owed, including excess payments, as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due.

(2) Any sum that an online music service establishes, to ARTISTI's satisfaction, as being an overpayment for the performance of a given performer, shall be kept by ARTISTI and applied to future royalties owing by the online music service with respect to that performer.

Records and Audits

12. (1) A licensee shall keep and preserve, for a period of six years after the end of the month to which they relate, records from which the information set out in subsection 4(2) , and sections 5, 6, and 9 can be readily ascertained.

(2) ARTISTI may audit these records at any time during the period set out in subsection (1) on reasonable notice and during normal business hours.

(3) Subject to subsection (4), if an audit discloses that royalties due have been understated in any quarter by more than 10% , the licensee shall pay the reasonable costs of the audit within 30 days of the demand for such payment.

(4) For the purposes of subsection (3), any amount owing as a result of an error or omission on the part of ARTISTI shall not be taken into account.

Breach and termination

13. (1) An online music service that fails to provide any report required by section 7 within five (5) business days of the date on which the report is required, or to pay royalties within five (5) business days of the date on which the royalties are due, is not entitled to do any of the acts described in section 3, as of the first day of the month in respect of which the report should have been provided or the quarter in respect of which the royalties should have been paid, as the case may be, and until the report is provided or the royalties and any accrued interest are paid.

(2) An online music service that fails to comply with any other provision of this tariff is not entitled to do any of the acts described in section 3 as of five (5) business days after ARTISTI has notified the service in writing of such failure and until the service remedies such failure.

(3) An online music service which becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors, files for protection under the *Companies' Creditors Arrangement Act* or other comparable legislation in another jurisdiction, winds up its affairs, ceases to carry on business, or has a receiver/manager appointed for it or for a substantial part of its property, is not entitled to do any of the acts described in section 3 as of the day immediately preceding the date of the relevant occurrence.

Confidentiality

14. (1) Subject to subsections (2) and (3), ARTISTI, and each licensee and authorized distributor, shall treat in confidence information received pursuant to this tariff, unless the disclosing party consents in writing to the information being treated otherwise.

(2) Information referred to in subsection (1) may be shared

(a) amongst the collectives having secured a tariff involving the same uses;

(b) with ARTISTI's service providers, solely to the extent required by the service providers for the service they are contracted to provide;

(c) with the Copyright Board;

(d) in connection with proceedings before the Copyright Board and any other court or administrative tribunal, once the person whose information is to be shared has had a reasonable opportunity to request a confidentiality order;

(e) with any person who knows the information;

(f) to the extent required to effect the distribution of royalties, with royalty claimants; and

(g) if required by law or ordered by a court of law.

(3) Where confidential information is shared with a service provider as per paragraph 2(b), the service provider shall sign a confidentiality agreement, which shall be shared prior to the release of the information with the party whose information is to be disclosed, and shall not use any confidential information for any purpose other than to assist in the conduct of an audit or in the distribution of royalties to rights holders.

(4) Subsection (1) does not apply to information that is publicly available, or to information obtained from someone other than the collectives, a licensee or their authorized distributors, and who is not under an apparent duty of confidentiality to the service.

Non-transferable licence

15. Licences granted pursuant to this tariff are not transferable.

Interest on Late Payments

16. (1) Subject to subsections (3) and (4), any amount not received by the due date shall bear interest from that date until the date the amount is received.

(2) For the purposes of this section, a report provided by ARTISTI pursuant to section 7 following the late reception of a report required pursuant to subsections 6(2) to 6(8) is deemed to have been received within the time set out in section 7 provided that, after receiving the late report required pursuant to subsections 6(2) to 6(8)), ARTISTI provides the corresponding report required pursuant to section 7 no later than the date on which the next report required pursuant to section 7 is due.

(3) Any amount owing by a licensee as a result of an error or omission on the part of ARTISTI shall not bear interest until 30 days after ARTISTI has corrected the error or omission.

(4) Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

15. (1) Anything that a licensee sends to ARTISTI shall be sent to 5445 De Gaspé Avenue, Suite 1005, Montréal, Quebec H2T 3B2, email: licence@artisti.ca, or to any other address or email address of which the service has been notified in writing.

(2) Communications with an online music service are sent to the last address or electronic address known or to the last known fax number of which ARTISTI has been informed in writing.

Delivery of Notices and Payments

16. (1) Subject to subsection (2), a notice may be delivered by hand, by courier, by postage-paid mail, by email or by File Transfer Protocol (FTP). A payment must be delivered by hand or by courier, by postage-paid mail, or as otherwise agreed upon by ARTISTI and the licensee.

(2) Information provided pursuant to sections 5 to 7 and to subsection 9(1) shall be delivered electronically, by way of a delimited text file or in any other format agreed upon by ARTISTI and the licensee.

(3) A notice or payment mailed in Canada shall be presumed to have been received four business days after the day it was mailed.

(4) A notice sent by fax, by email or by FTP shall be presumed to have been received the day it is transmitted.