



# BLUES BAND COLLECTION

## LICENSING TERMS & DISCLAIMER DOCUMENTATION

**Legal Disclaimer:** This license is Non – Transferable; meaning you cannot give these same rights away. If you want to sell rights to your customers; pay close attention to the license below. We closely monitor vendors that sell the product and take legal violations seriously.

### The Main Bulk Of This License

i. The Universal Music License we provide grants you, the purchaser, an ongoing, NON-exclusive, commercial, worldwide license to utilize the musical production (item) you have purchased, on the following terms.

Please be aware that the FAQs are also a crucial part of this license.

ii. You, the buyer, are licensed to use the Item in as many of the following ways (Allowed Use), in as many applications (products or projects) as desired:

- a. Synchronisation with an audio-visual or audio-only work, to create one End Product that incorporates the Items as well as other elements, so that it is larger in scope and unique in nature than the Item itself;
- b.b. Specific direct playback uses, which are background music for an event, venue, airing or location, a company's private on-hold music system, or a personal mobile ring-tone.

Examples of end products include: websites, audiobooks, apps, online videos (YouTube, Vimeo, etc), DVDs, radio show imaging, web promos, social media, corporate videos, live performances, indie films, commercials, podcasts.

iii. This license includes the right to utilize the Item through communication to the public (performance), distribution, play, and reproduction (however, not through Broadcast). Refer to the following clause for some limitations, and later clauses for things that are not Allowed Uses.

iv. Allowed Uses have these limitations:

- a. For digitally downloaded or physical End Products, there is a limit of 10,000 copies.

- b. Broadcast use is not allowed. (For example, radio play. However, Items can be used as beds for talk shows and transitions.)
- c. For films, the film may not be theatrically released. (Although to avoid confusion, use in an Indie Film is an Allowed Use.)

## **More Details About Acceptable Usage**

**v.** Apart from the restrictions in clause 4 (above), there are no limitations on views or impressions of an End Product containing the Item. For instance, there can be an infinite number of views or page impressions on an end product.

Example: your video uploaded to a user-generated video-sharing platform (YouTube, Vimeo, etc) goes viral and gets over 1,000,000 views. No need to worry, because you're still covered by this license completely.

**vi.** You, the buyer, can create an unlimited number of End Products for a client or clients, and you can also transfer the End Product(s) to your client(s). This license is then transferred to your client as well.

**vii.** You, the buyer, can modify or manipulate the Item, or merge the Item with other works, to better fit your End Product. The resulting works based on the Item are however subject to the terms of this license. You cannot claim the ownership of the Item at all, whether it remains in its original form or modified under this clause. You may do the things allowed in this clause as long as the end use is an Allowed Use under clause 2.

Examples: you can edit, loop or stretch a music track to suit your project. You can't create a remix of a music track and claim or register it as your own song. See clause 19 for more information about ownership rights in the Item.

**viii.** Within the restrictions of the "unlimited application" license, under one license you MAY create allowed variations of an End Product and further distribute an End Product through various mediums.

Examples of allowed variations: "cut down" versions of a single web promo; language translations of a single video.

## **Things That You CANNOT Do With This Item**

**ix.** There is an "unlimited application" license for as many allowed uses for YOU as the end user, however you cannot transfer this license to another entity.

**x.** You cannot re-distribute the Item as a stock, musical item, in a template or tool, or with source files. You cannot do this with an Item either on it's own or bundled with other items (such as an audio compilation). Even if you modify the item, you cannot re-distribute the Item as-is or with superficial modifications. These things are not permitted even if the re-distribution is for free.

Examples: You may not modify a music track and distribute it via a music CD. You cannot add lyrics over the top of a music track and sell it as your own production on iTunes or other outlets. You cannot use a music track in your internet radio service as a stand-alone song by an artist

**xi.** You cannot use the Item in applications allowing an end user to customize a digital or physical product to their specific needs, for instance an "on demand", "build it yourself" and "made to order" application is not permitted. You may, however, use the Item in these ways ONLY if you purchase a separate license for each final product created using the item. As outlined in claus 9, you cannot transfer this license to clients.

**xii.** You shall not permit an end user to extract the Item and utilize it separately from an End Product.

**xiii.** You cannot claim trademark or service mark rights over the Item within an End Product, no exceptions what so ever.

## Other Important License Terms

**xiv.** The Items available are not registered with performing rights organizations (PROs), but it is your duty as a buyer to pay ANY performing rights fees applicable in your country of residence, which will depend on the rules of your local PRO, your local laws, and lastly, your usage of the item itself.

**xv.** You may only use the Item for lawful purposes. You CANNOT use the Item in connection with defamatory, demeaning or obscene material, OR in connection with sensitive or hateful subjects.

**xvi.** You must not use the Item in violation of any export laws applicable to you within your country.

**xvii.** This license applies in conjunction with the entity selling the Item. If there is an inconsistency between this license and the terms you have received with your Item, this license will apply to the extent necessary to resolve any inconsistencies.

**xviii.** This license may be terminated if you breach it's terms and do not remedy the breach accordingly. If terminated, you must cease Allowed Use, which includes no longer creating copies of or distribution of an End Product until you remove the Item from it entirely.

**xix.** The author of the Item still retains ownership of the Item but grants you the license on these terms. You cannot claim ownership of the Item, even if altered under clause 7, for instance through content identification systems.

Example: If you use a music track synced in your video, you cannot claim rights to the music (i.e. through applying "ContentID" or similar systems to the music in your video).

**xx.** This license is between the author of the Item and you. We as an entity are not a party to this license or the ones giving the license. We are merely a middle man for providing you with these original music works.

## Definitions

Term used	Meaning
Allowed Us(e)age	See clauses 2, 3 and 4.
Broadcast	(a) Traditional television or radio broadcast (e.g. terrestrial, cable or satellite TV, broadcast radio); or (b) Mobile or online substitutes for traditional television or radio broadcast (e.g. mobile TV, IPTV (streaming TV or video-on-demand), streaming radio).
End Product	See clause 2(a).
Indie Film	A film not for general theatrical release. "Indie Film" includes a student film, a film distributed on online user generated platforms, and a film festival screening.
You	Yourself or your business entity. For an employee acting on behalf of an organization, that organization.

The following pages contain the Frequently Asked Questions. PLEASE refer to this section for more information regarding your usage terms and the licensing included with these background songs.

Failure to read this documentation will result in nullifying any rights you may relinquish by using this product. You agree by using the background songs in any way, that you accept all responsibilities endured for using the songs.

## Frequently Asked Questions (Part of the EULA)

### **General Questions:**

Q: What does royalty free mean?

A: Royalty free simply means you just need to pay for rights to use the item once per end product. You don't need to pay any additional or ongoing fees for each individual who sees or uses it.

Q: What is meant by "Item" and "End Product"?

A: The "Item" is the product, in our case, music track(s), that you purchase from our market. The "End Product" refers to what you build with that item.

Example: The item is the music track; the end product is the video that you use the audio track in.

Q: What are some examples of permitted end products?

A: These audio tracks can be used in a myriad of different end products.

Here's just some of what we could come up with based on what we've seen them used for:

- Websites
- Videos of ALL kinds
- Television Commercials
- Software
- Mobile Apps
- Video Games
- Physical Products
- Podcasts
- Tradeshows
- Audio For Rolling Credits
- Radio Broadcasting
- Audio or Video Postcards

- Hold Music
- Logo Stingers
- Sweepers
- Radio Advertisements
- Audio Background Tracks
- Video Testimonials
- Audio Books
- Films
- Screencasts
- Business Presentations
- Promotional Videos
- Teaser Videos
- Seminars
- Powerpoint Presentations
- PDF Documents
- Teleseminars
- Introductions
- And So Much More!

Q: Are the tracks presented on this market completely original and copyright-free?

A: Yes, the music productions distributed on this marketplace were written and arranged specifically for the sole purpose of this type of distribution and the same end usage (for you).

Q: What does non-exclusive mean?

A: Non-exclusive means that you are not going to be the only person with access to the item. Other individuals will also be licensing and using the same item(s).

Q: My end product will be distributed via multiple mediums. Do I need one license for each medium?

A: No. As long as it's all the same end product, you can distribute it via different

mediums without having to purchase new licenses. There are no restrictions on this.

Q: Will I receive license documentation with my purchase?

A: Yes, you are going to receive a PDF document that outlines exactly what your rights are that come with the royalty-free license for this package. This means you don't have to guess what is and isn't allowed. You can simply check the licensing agreement and ensure what you're doing is allowed.

Q: I'm not entirely positive that my usage is covered - what should I do?

A: You can contact us through support and we will do our best to let you know.

Q: Is there a money-back guarantee?

A: Yes, there is a 30 day money-back guarantee. Although the nature of all of the products offered on this marketplace and the contents are clearly outlined on this page, we want to ensure that you are fully 100% satisfied.

In the event that you're not completely happy with your purchase, just contact our support and let us know so we can work it out.

## **Audio Related Questions:**

Q: Can I use the music from this market in paid/commercial end products?

A: Yes, absolutely. All of the music sold on our market can be used with both paid and free end products. Unlike the often restrictive licenses of other retailers, ours do not differentiate between non-commercial and commercial uses.

Q: Am I permitted to use the music I purchase as an audio logo?



A: Yes, you may use audio logo items as "sound" logos. Please remember that the audio logo is still a stock item and can be used by other people. You also cannot claim trademark or service mark rights on the audio content of your end product / logo.

Q: Can I use a track from this market in a stand-alone music track?

A: You may not use any music from this market place in stand-alone music tracks. In the event that you happen to receive a notification that one of the tracks is being used in a stand alone track - please contact our support.

Q: Can I use the music in an audio-only end product such as a radio show, podcast, audiobook, or guided meditation?

A: Yes, but only if the audio-only end product is bigger in scope and different in purpose than the music itself. Here's a good way to think of it: the music by itself must not make up the primary value of the end product, and should have speech overlaid or interspersed throughout. You may never distribute the music track as-is or with superficial changes.

Example: You can use a chilled out music background track as the soundtrack for your podcast or guided meditation voiceover recordings, and then sell a CD of this product to your end consumers.

**Q: In the music license, what is meant by "Most web uses"?**

A: Most web uses generally includes online and streaming purposes. Such as using the item in an end product that's being shared on YouTube or Vimeo, and displayed on your website, or social media, etc.

This however DOES NOT include things such as online broadcasting (Internet TV, Internet Radio, etc.) or use in "on-demand", "customize your own product" web services or applications or similar.

**Q: Can I use the music from this market on YouTube? Why have I received a "Matched Third Party Content" copyright notice via YouTube about a song that I purchased from this market on my YouTube Video?**

A: Yes, you can use licensed music from our store in your YouTube video(s).

Be mindful that YouTube takes copyright infringement very seriously, and it's Content ID audio detection system will sometimes display a copyright notice on videos using licensed music from us.

This generally isn't a bad thing, so don't panic. It simply means that YouTube has found some material in your video that's owned by somebody else. You can clear this notice by just letting YouTube know that you have indeed licensed the music and you have the rights to use it in your end product (video).

**Q: If I make a video for YouTube using music from this store, can I monetize the upload by allowing advertisements?**

A: Yes. All of the music licenses and products in our store allow use for both non-commercial AND commercial purposes.

**Q: What is the difference between limitations on copies, downloads, audience size, views and impressions?**

A: Unlike a lot of other retailers and creators of royalty free music, we have very open terms on our license when it comes to this topic.

Copies and downloads apply when an end product is distributed to an end user and they retain ownership of the end product in physical or digital form (e.g. a DVD, app, video game, or audiobook).

Audience size applies when an end product is for Broadcast use, be it traditional television or radio or online substitutions of these.

Views and impressions apply to non-Broadcast end products displayed on the web, and are a measure of how many visitors have seen or played your end product. Our licenses do not place any restrictions on page views or

impressions.

**Q: What is the difference between streaming web video and online broadcast?**

A:

- a. Traditional television or radio broadcast (e.g. terrestrial, cable or satellite TV, broadcast radio); or
- b. Mobile or online substitutes for traditional television or radio broadcast (e.g. mobile TV, IPTV (streaming TV or video-on-demand), streaming radio)

We consider online broadcast to include online content services which distribute professional, syndicated Broadcast content, such as Netflix, Hulu, or other internet television providers.

Streaming web video is everything else, including videos uploaded to your personal or business website and on user generated content networks such as YouTube or Vimeo.

All of our products with with a music license that allows for both streaming web video and broadcast video.

**Q: Am I required to pay a music collecting society (performing rights organization) every time my end product containing this music is publicly broadcast, distributed or communicated?**

A: The general requirement for our music is that it is not registered with a performing rights organization. This is important because it means that you as the buyer should not have to pay any further fees to a collectioning society (PRO). You should always check this in your country, because different PROs have differing approaches to collecting fees on the public performance of music.

**Q: What file format(s) will I receive as the lossy format (not WAV)? What is this OGG audio file format?**

A: When purchasing any lossy format songs / music, you will receive the OGG format, which is a free, open container format maintained by the Xiph.Org Foundation. The creators of the Ogg format state that it is unrestricted by

software patents and is designed to provide for efficient streaming and manipulation of high quality digital multimedia.

Because of the different loop segments we provide in our packages, we need to use an audio file format that is completely gapless. MP3 files actually have a very very small amount of silence at the beginning and end of the song / track / file. When you try to loop an MP3 file version of one of the loops in our packages, there will be a slight stutter when the track ends and the loop (new track) starts.

The OGG audio file format comes out to roughly the same file size as the MP3 counter part, and better yet - there's no tiny (annoying) gap of silence at the start or end of any of the files. This allows us to provide you (the consumer) with an awesome arsenal of audio files that truly are able to be looped, chopped, and customized to fit your project(s).

Furthermore, the OGG file format is widely accepted and used among many different video and audio editing software platforms. This means that you don't have to do any searching for software that allows you to use the awesome OGG audio file format. We include more documentation and information in the package you'll receive.

## Advanced Questions:

**Q: I'm a freelancer/agency. Can I use the item for an end product I'm doing for a client?**

A: Yes. You are essentially buying the file on your client's behalf. You are free to use the item for any end product involving any client after you purchase the item.

**Q: Is my license transferable?**

A: Generally, your license is not transferable. There are, however, a few exceptions:

- If you are a freelancer / agency using the item for an end product for any client. The license would in effect be transferred to the client.
- If you sell the final instance of an end product, such as a commercial. The license would in effects be transferred to the new owner.
- If you are using the item as part of an on-demand "make your own" service where you purchase a separate license on behalf of the customer for every individual end product they create. Then, each license would in effect be transferred to the customer.
- If you are a 3rd party purchasing a license to use as a giveaway / prize. The license would in result be transferred to the recipient of the giveaway.

In all of these cases, be sure to point the client / customer / recipient to the license terms and delete the item from your own systems.

**Q: Do I need to protect the items within my end product from being re-used?**

A: You should generally not permit the end users of the end product to actually extract an item from the end product. You can do this by technological means if possible, or by other means, such as in the user terms for your end product.

**Q: Am I required to credit the title or source of the item in my end product?**

A: No, it's not mandatory to give credit for any of the music from this market. If you feel like you want to give credits, you can create this market and the title of the track. Also, be sure that you DO NOT claim ownership of the item (music).

Marketers will recognize the following:

**License Terms:**

**[YES]** Can use on as many personal projects as you'd like (Personal Use License)

**[YES]** Can use on as many commercial projects as you'd like (Commercial Use License)

**[YES]** Can use without paying royalties towards any of the tracks (Royalty-Free License)

**[YES]** Can use without giving credit towards any of the tracks (Royalty-Free License)

**[NO]** Can sell with a personal use license.

**[NO]** Can offer this product as part of a PAID membership site.

**[NO]** Can sell (or giveaway) resell rights to this product.

**[NO]** Can give this product or any part of this product away for free.

**[NO]** Can giveaway this product to any client or work associated business.

**[NO]** Can offer this product as part of a free membership site of any kind.

**[NO]** Can offer this product on an auction site or as a WSO.

**LICENSING TERMS & DISCLAIMER DOCUMENTATION**

**DO NOT CHANGE THIS LICENSE...VIOLATIONS WILL BE  
PROSECUTED UNDER THE DMCA FEDERAL LAW.**