

### BinauralBeatsMeditation.com

# Professional Music License Usage Terms

### License Restrictions:

- 1. Our music cannot be sold or distributed as a standalone 'music only' product.
- 2. Our music cannot be sold on Spotify, Apple Music, or any other third party streaming or download service or website.
- 3. You cannot create subliminal recordings in which your voice is inaudible. Your voice must be audible in all use cases.
- 4. Our music cannot be played naked (as standalone music) for longer than 2 minutes without a voiceover or other audio accompaniment being present.
- 5. You cannot alter our music and then claim the musical composition as your own. For example: you cannot add new sounds to our music and then sell or distribute the music as your own product. Any audio-only product you create must include a voiceover.
- 6. You cannot sub-license our music to any third party, nor can you sell our music as part of a production music library, as stock music, royalty free music or music sample library.
- 7. If you are creating recordings for clients or anyone else, these cannot be duplicated, distributed or sold by your clients. Only you have the right to create and sell recordings that incorporate our music.
- 8. You cannot use the titles of our recordings as the title of any production that incorporates our music.

9. All music used must be credited to us in the following way: (Title of Music). Licensed by BinauralBeatsMeditation.com. Where used online, the website name should contain a link (URL), as in the example given.

### 1. Grant of License

This music license is granted to one person, or to one business entity. If the purchaser is purchasing music on behalf of a third party (the nominated licensee), the purchaser hereby represents and warrants that: (i) the purchaser is authorized to act as an agent on behalf of the licensee and has full power and authority to bind the licensee to this agreement; and (ii) if the licensee subsequently disputes such power or authority, the purchaser shall be bound and liable for any failure of the licensee to comply with the terms of this music license.

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Except for your limited right to use the music, the owner shall have and shall retain the entire right, title and interest in and to all intellectual property rights arising from or relating to the music and all copies thereof.

No ownership or copyright in any sounds or music shall pass to you by the issuance of this license. You cannot use our trademarks, logos, album artwork, music samples or images without prior written consent.

## 3. Warranty and Limitation of Liability

BinauralBeatsMeditation.com warrants that:

(i) the music will be free from defects (your sole and exclusive remedy for a breach of this warranty being the replacement of the music); (ii) it has the necessary rights and authority to grant you the rights outlined in this license; and (iii) your use of the music in accordance with the terms outlined in this license, excluding any modifications made by you, will not infringe on any copyright, moral right, trademark or other intellectual property rights.

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BinauralBeatsMeditation.com's liability shall in no event exceed the actual price paid for the music license.

### 4. Indemnification

You shall indemnify, defend and hold the licensor harmless from any and all claims, losses, costs, damages and expenses resulting from or arising out of: (a) your breach of this agreement; (b) your unauthorized use of the music; (c) your activities after the licensor has notified you that such activities may result in the infringement of the intellectual property rights of any third party; or (d) any claim that the music or the use thereof infringes upon, misappropriates or violates any patents, copyrights, trademarks, trade secret rights or other proprietary rights of a third party.

### 5. Unauthorized Use and Termination

Any use of the music in a manner not expressly authorized by these license terms (including, without limitation, use of the music by more than one (1) user without the purchase of additional licenses) constitutes copyright infringement, entitling

BinauralBeatsMeditation.com to exercise all rights and remedies available to it under copyright laws throughout the world.

BinauralBeatsMeditation.com shall have the right to terminate your right to use the music immediately upon your breach of these license terms. Upon termination, you shall cease using the music and shall delete or destroy all copies of the music. Termination of your rights shall not limit BinauralBeatsMeditation.com from pursuing any other remedies available to it, including, but not limited to, injunctive relief, nor shall termination relieve you of your obligations to pay BinauralBeatsMeditation.com any applicable license fees. You shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

## 6. Usage Auditing

BinauralBeatsMeditation.com reserves the right to audit your licensed music usage twice per annum, but not more than once within a 60-day period. You are therefore required to keep accurate records of distribution and sales and reasonable proof of these activities. "Reasonable" shall mean at least one method of contact for each person you have sold or given the music to. BinauralBeatsMeditation.com shall have the right to terminate your right to use the music immediately if the audit proves a breach of the license terms.

# 7. Refund Policy

Our refund policy on professional licenses differs to that of our standard music which is sold via the main website to individuals. Music purchased with a professional license is non refundable. Once payment has been made and the license has been issued, there is no option of a refund.