
Terms and Conditions for Music Creators

By uploading your music and content the Music Creator agrees to the terms and conditions as set out below

License Fee

- The Music Creator grants a licence to the Music Buyer for use of the musical work in return for payment of the sale price

Licence Terms

- Upon payment the Music Creator grants the Music Buyer the right of use throughout the world and in accordance with this agreement

Warranty

The Music Creator confirms the following:-

- They are the copyright owner or has been granted authority by the copyright owner(s) to upload the music on Muzicity
- The music does not infringe any intellectual property rights or the rights of any third party
- The music does not contain any unauthorized Samples
- Any samples used are royalty-free and cleared for use, including where necessary securing permission from the copyright owner
The Music Creator shall indemnify the Music Buyer from all losses and costs arising from any claims from third parties concerning the Music Creator's failure to take the required steps to securing permission where necessary
- The Music Creator confirms Muzicity is not responsible for any copyrighted material uploaded and Muzicity has no way of knowing if a recording contains unauthorized samples and cannot be held liable for any sampled or falsely presented recording

Income

- Free subscribers - keep 70% of sales
- Paid subscribers - keep 100% of sales
- Music Creators may also receive Performance Royalties

Uploads

The Music Creator agrees to upload

- The Song or Instrumental as a stereo music file - Mp3 or Wav file
- For a Track-Out
The Song or Instrumental as a stereo music file - Mp3 or Wav file
And each of the instruments on their own separate music file
- The Music Creator agrees that no offensive or sexual explicit material or content will be uploaded to this website and Muzicity has the right to remove any material or content it deems as inappropriate

Publishing and Credits

- The Music Creator is entitled to Performance Royalties
- The Music Creator is aware it is their responsibility to ensure their music has been registered with their copyright collection society, in order to receive Performance Royalties
- Music can still be uploaded if the Music Creator is not a member of a copyright collection society
- The correct publishing and copyright information must be provided
- Muzicity absolves all responsibility in regards to any Performance Royalties
- The Music Creator should be credited in any distribution, performance or otherwise disseminate to the public of their music
- The Music Creator retains ownership of the copyright and shall have the right to sell the music to other Music Buyers, (except when the music has been sold as an Exclusive)

General

- Muzicity will use reasonable efforts to keep all music or content safe and stored on encrypted servers but Muzicity cannot be held responsible for the loss or damage of any music or content uploaded to its website
- The Music Creator agrees that Muzicity will not be held responsible financially for any losses incurred to the Music Creator for the loss or damage of any data or content uploaded to its website this includes but not limited to loss of earnings
- The Music Creator agrees to defend, indemnify and hold Muzicity free and harmless against any and all claims, suits, liability, loss, damage, judgments, recoveries, costs, expenses and attorney's fees made or brought, paid, or incurred directly or indirectly by any party in connection with the uploading of music or content
- Paid subscribers confirms once a subscription payment has been paid there is no refund for any reason
- Subscription can be cancelled at any time via the Dashboard on the Upload Page

The Music Creator grants the Music Buyer the rights to

- Synchronize with multimedia productions
e.g. animations, games, apps, film, TV and internet videos and all other forms of media
- Use for radio, internet and television advertising
- Use for commercial and non- commercial film productions not exceed £1,000,000
Productions over £1,000,000 requires an additional license direct from the Music Creator
- Broadcast on radio and television networks
- Broadcast on internet websites and radio streams
- Use for public performance or background music to an audience
- Add additional sounds and instruments (Instrumentals only)
- Add vocals (Instrumentals only)
- Edit by shortening, stretching or looping
- Manufacture, duplicate or sell up to 5,000 units, (Units means products containing the music)
e.g. animations, games, apps, films, TV and internet videos and all other forms of media
Units over 5,000 will require an additional license direct from the Music Creator
- Unlimited use the music in accordance with this agreement