
Terms and Conditions for Music Buyers

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
- The Music Buyer acknowledges that once payment has been made, it is non refundable

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

The Music Buyer May Not

- Sell, transfer, sub-license, share, auction, give away or otherwise assign this license or the rights granted to any to any individual, third party or business
- Sell the music or make it available in any manner that would enable a third party to unauthorized use, distribution or download the Music as a separate file, such as in e-card templates, on FTP (file transfer) servers, file sharing networks or websites
- Sell the music or make it available as part of any competing product such as music compilation or music library
- Claim to be copyright owner of the music, (unless an exclusive license has been purchased)
- Subject the music to any derogatory treatment as defined in the Copyright, Designs and Patents Act 1988

Publishing and Credits

- Where provided, the Music Buyer agrees to register the Music Creator's interest, at the collection society in the Music Creator's home territory to ensure that mechanical and performance royalties are collected throughout the world
- The Music Buyer agrees to credited the Music Creator in any distribution, performance or otherwise disseminate to the public of their music
- The Music Buyer acknowledges that 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)

The Music Buyer May

- 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

Limit of Liability

- The Music Buyer hereby agree to defend, indemnify and hold the 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 due to any breach or claim of breach of this License Agreement or in connection with the use of or copyright of the music

Termination

- If the Music Buyer fails to comply with any terms above the Music Creator shall have the right to terminate this licence and all rights shall revert to the Music Creator

General

- This Licence constitutes the entire Licence Agreement between the parties and there are no other understandings, agreements or representations with respect to the music not specified here
- This Licence shall be governed by the laws of the Music Creator's country of resident and the parties irrevocably submit to the exclusive jurisdiction of the Courts