



## PREMIUM LICENCE

### 1. AGREEMENT OVERVIEW:

- 1.1. This is a license agreement between SyncCloud Ltd ("**SyncCloud**", "**we**", "**us**", "**our**"); and you, the end user ("**End User**", "**you**", "**your**"). By purchasing a Track (as defined below) and this Premium Licence, you agree to be bound by the terms and conditions of this Premium Licence (the "**Agreement**").
- 1.2. You are advised to read the terms of this Agreement carefully as it sets out details of any restrictions and limitations upon the use of your chosen Track, as well as details of the permitted use which the Track may be used for subject to our receipt in full in cleared funds of the Licence Fee (as defined below).

### 2. DEFINITIONS AND INTERPRETATION:

- 2.1. "**Licence Fee**" means the applicable fee for the Premium Licence indicated to you after you click on the 'Add To Order' button and prior to the point where you click on the 'Pay' button when completing the licensing process on the Site.

"**Licensed Use**" means the following permitted uses under the Premium Licence for a single project throughout the Territory (or as indicated below) during the Term:

- (a) Internet videos posted to online streaming and social media services such as YouTube, Vimeo, Facebook, Instagram, Tik Tok etc.;
- (b) Podcasts;
- (c) Websites;
- (d) Corporate videos;
- (e) Videos and slideshows (e.g. wedding and student videos);
- (f) advertising per project on all media in a single territory (choose Premium Plus for worldwide usage);
- (g) use on TV, radio and cinema with a broadcast audience of up to 10 million broadcasting SyncCloud require End User to submit a cue sheet of the music used to the PRO where the production is being broadcast.);
- (h) use in apps, games and DVDs with unlimited copies of a downloaded or physical end product; and
- (i) industry events and theatre production and includes unlimited distribution worldwide of projects intended to generate revenue.

"**Site**" means the website/portal at **www.SyncCloud.net**

"**Term**" means the life of copyright and thereafter in perpetuity.

"**Territory**" means the universe.

"**Tracks**" means the specific sound recording and composition which End User has chosen to licence via the Site.

- 2.2. In this Agreement, unless otherwise stated, the singular shall include the plural and vice versa and reference to persons shall include corporate bodies and partnerships.

### 3. LICENCE TERMS:



- 3.1. In consideration of the payment by you of the Licence Fee, SyncCloud hereby grants to you a non-exclusive, non-transferable, limited, right to use and/or synchronise the Track (in whole or in part), with informational, editorial or other content for the Licensed Use (and for no other purpose whatsoever), subject to, and in accordance with, the terms and conditions of this Agreement. For clarity, the End User may make copies, modify or edit the Track as necessary solely for the purpose of incorporating the Track within the applicable Licensed Use (including for the purpose of creating so-called "loops").
- 3.2. Once you have completed the payment process, you will be able to download your Tracks at a quality that is appropriate to the Licensed Use you have selected.
- 3.3. If the End User broadcasts a Track as part of End User's project or production, SyncCloud require End User to submit a cue sheet of the music and Track(s) used to the relevant broadcaster/performing rights society where the project or production is being broadcast. If the Cue Sheet is not completed on time, the project or production will be lapsed and this Agreement will be void.
- 3.4. End User does not have the right to:
  - 3.4.1. edit (other than any necessary and incidental edits/modifications solely for the purpose of incorporating the Track within the applicable Licensed Use (including for the purpose of creating so-called "loops")), re-arrange or to remix the Track(s);
  - 3.4.2. resell the Tracks(s) by itself or as part of a package except solely as embodied within your project;
  - 3.4.3. claim to be the creator or copyright holder of the Track(s) or of any derivative work created from the Track(s);
  - 3.4.4. assign or otherwise transfer any of your rights under this Agreement, whether in whole or in part.
- 3.5. End User acknowledges that SyncCloud is and remains the owner of all right, title and interest in the Track(s), including without limitation any copyrights therein.
- 3.6. If End User fails to comply with any term of this Agreement or if the Licensed Use infringes any third party intellectual property rights, SyncCloud may (without prejudice to any other rights it may have) terminate this Agreement without notice, at any time.

#### **4. WARRANTIES AND INDEMNITIES:**

- 4.1. The End User represents, warrants and undertakes to SyncCloud that:
  - 4.1.1. the End User is 18 years old or over;
  - 4.1.2. End User is entitled to enter into this Agreement;
  - 4.1.3. the information provided to SyncCloud is complete, accurate and correct;



- 4.1.4. End User will not use the Track for anything other than the Licenced Use;
  - 4.1.5. End User will not use the Site or Track in any way which infringes or violates the rights of any person or rights of privacy or any other common law or statutory rights of any kind.
  - 4.2. End User indemnifies the SyncCloud and keeps SyncCloud at all times fully indemnified from and against all actions, proceedings, claims, awards, demands, costs, damages and expenses (including, without limit, all legal costs) incurred and/or suffered by SyncCloud however arising directly or indirectly as a result of any breach or non-performance by End User of any of your undertakings, representations, warranties and/or obligations under this Agreement.
  - 4.3. SyncCloud makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of SyncCloud under this Agreement arising from End User's use of any Track shall be limited to the Licence Fee paid by End User for such Track. End User agrees that this license is granted to you without any other warranty or recourse.
- 5. GENERAL:**
- 5.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
  - 5.2. SyncCloud may freely sub-licence and assign the benefit of this Agreement in whole or in part and any or all of our rights under it. This Agreement is personal to the End User and the End User shall not be entitled to assign or otherwise transfer the benefit of this Agreement in whole or in part.
  - 5.3. This Agreement (and any non-contractual disputes arising out of it) shall be governed and construed in accordance with English law and subject to the exclusive jurisdiction of the courts of England and Wales.
  - 5.4. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. No variation of this Agreement shall be effective unless it is in writing and signed by both parties.
  - 5.5. In the event that any individual provision or clause of this Agreement be adjudged void or voidable, the validity of enforceability of the remainder of the Agreement shall not be affected and shall remain in full force and effect.
  - 5.6. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, employer-employee relationship, or agency relationship between the parties.
  - 5.7. No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

