

## MUBERT RENDER SUBSCRIPTION LICENSE AGREEMENT

Below you will find the terms of the License Agreement ("License", "Agreement") between you ("You", "Buyer") and Mubert Inc. ("We", "Mubert"). If you represent a company or organization "You" means your legal entity.

By continuing to perform any of these actions:

- using the Mubert website ("this site") and Mubert Render Web Application ("Mubert Render") or
- accessing any content or material available on this site ("Content"), or
- downloading, listening, or otherwise using music ("Remixes", "Items"),

you agree to the terms and conditions of this License Agreement.

Mubert Render is a service provided by Mubert Inc., a Delaware corporation, 8 The Green, Dover Delaware US 19901 ("Mubert Inc").

You can find the Definitions at the end of this License, the main provisions related to your use of Mubert Render are stated in the [Mubert Render Terms of Use](#), and you can find how we use your private data in our [Privacy Policy](#).

*This License Agreement is only for Buyers who pay for a Subscription. Need a single track for a certain project? Check out our [Single Track Licenses](#).*

*Music Licensing doesn't have to be hard to understand, so let's find the right license for your specific needs:*

- *If you need background music for a video that you'll use on Social Media but can't afford a Creator License, you can use our **Ambassador License**. It lets you use Mubert tracks in mp3 format for free as long as you add a link to mubert.com on every page where this music is used (for example, adding "Music by mubert.com" in video descriptions, social media posts etc). You can similarly use the Ambassador License to soundtrack your visual art NFTs, provided that you credit Mubert in the description and link to mubert.com. Please note that other than via NFTs, you **can't monetize** your Derivative Works which use the music licensed via the Ambassador License.*
- **Creator License** lets you add high-quality music to your video, podcast or NFTs, **publish and monetize your Derivative Works on Social Media**, as well as include them in **promoted/boosted posts**.
- **Pro License** includes all the rights in the Creator License and additionally lets you use your Derivative Works in **digital ads** (including but not limited to YouTube, Facebook, Instagram, Twitter), as well as use Mubert selected music on your own or your company's **e-commerce websites** and **online platforms**.
- *If you are a freelancer or an agency that creates productions for clients, an app developer or other type of business whose intended use of Mubert Music falls outside the scope of the abovementioned licenses, you can get a custom **Business License** by contacting us at [business@mubert.com](mailto:business@mubert.com) or [filling out this form](#).*

## 1. LICENSES AND RIGHTS GRANTED.

### 1.1. General Provisions.

You're about to get one of the **Mubert Render Licenses**.

Below you'll find the full description of each license type. When you choose a type of **Subscription Plan**, you are granted the rights and bound by obligation of specific **Subscription License Type** - like when you buy a Creator Subscription Plan you are granted the **Creator License**, as stated in this Agreement.

For each license type we made simple examples that describe the most common cases of music usage, your rights and responsibilities. You are bound not with only these examples, but with the legal provisions of specific license types.

Please be informed that any activity involving the use of Derivative Works that is not expressly permitted by your specific license type (issued to you under your **Subscription Plan**) is prohibited. You may not use a track purchased during one subscription while another subscription is in effect, even if both subscription plans are paid.

### 1.2. Mubert Render License Universal Rights and Limits.

Here are the common rules for all of Mubert License Types.

All Mubert Render Licenses grant you, the Buyer, a time-limited, non-exclusive, worldwide license to make use of the music ("Tracks", Remix, Item) you have selected and downloaded.

**1.2.1.** You can use Items for your own (or your company, if you represent one) needs. Unless you have an **Agency License** you can't sublicense, resell, or other way use Item for your client or customer, even if you do it for free.

**1.2.2.** Under all Mubert Render Subscription Licenses within the **Subscription Period**, you are licensed to synchronize the Item to create **Derivative Works** in timed relation with footage, audiovisual images on film, internet video, NFT (non-fungible token) or podcasts (synchronization license).

*Here's what this means:*

*You can combine a Remix with any photo, video, or animation, or use it in a way that you get a new work that has both audio and graphical elements. There is no way you can use the music only or combine a Remix with another music or audio without any graphical footage (except Podcasts as described below).*

**1.2.3.** Once you've paid your **Subscription Fee** for your **Subscription Plan**, you are licensed to synchronize the Item under appropriate **Mubert Render License** to create **Derivative Works** as long as your **Subscription Period** lasts.

You can modify or manipulate the Remix within the scope of the license. You can combine the Remix with other works and make a derivative work from it. Even if you use several audio components in your work, the resulting Derivative Works are subject to the

terms of this license.

*In other words:*

*You can use a Remix in combination with different music samples in your video or podcasts — still, this video must follow the rules described here.*

You can not make new derivative works when your **Subscription Period** ends.

**1.2.4.** You are allowed to use Remixes as a background in Podcasts only on these Podcasts Platforms: **Apple Podcasts, Spotify for Podcasters, and Google Podcasts.** You are not allowed to share and upload any Podcasts embedded with Remixes in any other platform, website, cloud storage, or service. You are not allowed to use Remixes as the main purpose of the podcast. Any means of protection of such podcasts, including watermarks, imprints, and content identification (Content Protection Services), which could lead to registration of the right to the Remix or an element thereof, shall not be used. In the event that the use of such Content Protection Services results in claims or other inconvenience to other Remix users or rights holders - the infringer will fully indemnify and hold Mubert harmless from any liability whatsoever and will be liable for any damages themselves.

**1.2.5.** You are granted the right to use Remixes in NFT (non-fungible token, a unit of data stored on a digital ledger called a blockchain, which certifies unique and original content). Any NFT buyer or subsequent buyer, or rightsholder of NFT and/or its content have no right to sublicense, modify the Remix. You are well aware of the experimental nature of the distributed digital ledger blockchain network items called NFT, which can make it impossible to enforce Mubert's or Buyer's copyrights, the nature of immutable records in the blockchain network, and the probability of changing the legal status of virtual assets in the blockchain network.

**1.2.6.** The Buyer cannot redistribute the Item in any stock platform, in any form. You cannot do this with an Item either on its own or bundled with other audio or music, and even if you modify the Item. You cannot redistribute or make available the Item as-is or with superficial modifications. These things are not allowed even if the redistribution is for Free.

*For example, You can't Buy (download) a Remix, convert it to mp3 format, and sell, share or give it to anybody. You can't license an item and then make it available as-is on your website for your users to download.*

**1.2.7.** Under all Mubert Render Licenses, You cannot give access to the Item by allowing anybody to download it following the provided link; you can't use the Item in any application allowing an end-user to obtain or customize a digital or physical product to their specific needs. You can't make Derivative Works only for holding and storing Remixes without the intent to use them later.

*So, we ask you not to upload Remixes to torrent networks, not to give anybody public or private links to Remixes via the Internet, and not to use Remixes in any*

*App that allows one to use the Item automatically.*

**1.2.8.** You cannot broadcast Remixes on any television or cable television to the public;

**1.2.9.** You cannot use Remixes in apps or computer software.

**1.2.10.** You cannot modify (divide or compress) Remixes with no intent to synchronize them to video or podcast. The rule of this license applies to any part or parts of Remixes.

**1.2.11.** You cannot extract Remixes from your Derivative Works for any purpose.

**1.2.12.** You cannot register Remix, use Remix as an audio trademark, claim ownership of Remix in any form.

**1.2.13.** In case you are a software developer (or other person developing, designing the software) you cannot use Remixes within this mobile app or computer software.

### **1.3. Ambassador License.**

You can get the **Ambassador License** once you have a free account on Mubert Render, or any other promo or sponsored **Subscription Plan**.

*Simply put: if you don't pay for the actual subscription plan but have an account - you've got the **Ambassador License** for any downloaded tracks.*

The **Ambassador License** allows you to use Items in social networks for your personal non-commercial projects not related to monetizing Derivative Works in any way: you are not allowed to use items in digital ads, boosted posts in social networks, branded content etc.

The only allowed way of commercial use of any Item downloaded under the **Ambassador License** - is to embed Item in an NFT token. You cannot sublicense rights to Item to any NFT buyer, the NFT owner is granted no rights to use, broadcast or publicly perform the Item.

You must explicitly and visibly cite and attribute Mubert as the Remix copyright holder in Derivative Works (including NFT) in the credits, metadata and/or description of the published Derivative Works.

**Ambassador License** does not cover the use of the Items in Derivative Works in the following cases:

- for any prompted or boosted social posts in social media;
- for any advertisement purposes (included but not limited to productions published within paid media space, online pre/mid/post-rolls);
- for broadcasting on any television or cable television to the public;
- for usage with any visual branded content that promotes or integrates a corporate brand or entity's products and services;
- for use in apps, software or websites.

### **1.4. Creator License.**

If you've chosen the **Creator Subscription Plan** you are granted the **Creator License** that allows you to embed Items in your Derivative Works for personal use, and monetize them (generate revenue from your audience on social network in any way, including, but

not limited, receiving revenue from any third parties for Derivative Work broadcasting or later on in the buying process when your audience becomes paying customers).

Under **Creator License** you don't have to cite or attribute Mubert to Remix (though you can find it helpful in case of any copyright claim).

You still have no right to use the Items in Derivative Works for any advertisement purposes (included but not limited to productions published within paid media space, online pre/mid/post-rolls), on TV or Radio, apps or publicly perform Derivative Works in any business place, physical locations or other locales.

### **1.5. Pro License.**

**Pro License** allows you to create and use Derivative Works for commercial and advertisement purposes (included but not limited to productions published within paid media space, online pre/mid/post-rolls). You are granted the right to use Remixes in Derivative Works for your personal non-commercial and commercial projects, monetize and boost media in social networks and online platforms, create ads and use Derivative Works for any branded content.

Under **Pro License** you don't have to cite or attribute Remix to Mubert.

The **Pro License** is "digital only" – no public performance, TV, radio or cable broadcasting allowed. You cannot use Remixes within the apps or other computer software you're developing.

### **1.6. Business License.**

You can design your own License by contacting the Mubert team at [business@mubert.com](mailto:business@mubert.com).

## **2. LIABILITY.**

Mubert may not be held liable in case of any damages, direct or incidental, including but not limited to profit or customer loss, loss of data, or information. All Buyers are advised to store a backup of their data.

## **3. LICENSE MODIFICATION.**

Mubert may modify this license at any time without prior notice.

## **4. SEVERABILITY.**

In the event that one of the clauses of the license is held to be invalid, you and Mubert agree that the other clauses shall remain valid and that the license will remain in full force and effect.

## **5. TERMINATION.**

Mubert retains the right to terminate your Subscription and this Agreement and to suspend your access to the Mubert Render in case of actual or suspected unauthorized use of the Remixes or any other breaches of this Agreement.

## **6. APPLICABLE LAW.**

This license is governed by the laws of the state of California, USA. Any dispute relating to their interpretation and/or their execution shall be referred to the USA jurisdictions excluding any other competent jurisdiction.

## **7. DISCLAIMERS.**

You acknowledge and agree that the Mubert Render is provided "as is," and Mubert disclaims all warranties express or implied.

### **Definitions:**

**The Mubert Render License** — the text you see above legally binding You and Mubert.

**Podcasts** are a way to distribute digital audio content (an episodic series of spoken word) over the Internet with the end goal that the content will be downloaded by a subscriber using subscription software, and a collection of technologies for automatically distributing audio programs over the internet via a publish and subscribe model.

**Subscription Period** — once you've paid the fee, this will be the period when you can download and use Remixes, a period during which you have the right to use our beautiful Mubert website and app.

**Subscription Plan** — once you've paid the fee, this will be the period when you can download and use Remixes.

**Subscription Fee** — the amount of payment for the Subscription Period.

**Single Item Fee** — the amount of payment for the rights granted to use and download the single Remix.

**Remix, Item** — it's just our music, the music we create for you.

**Derivative Works** — the works, video animation, etc., that you've made with our Remixes.

**NFT** — token or unit of data stored on a digital ledger, called a blockchain.