

MUBERT RENDER TERMS OF USE

We are happy to see you on **Mubert Render**!

Below, you will find the terms of the agreement (**Terms of Use, Agreement**) between you (**You, Buyer**) and us (**We, Mubert**). By continuing to use the Mubert Render website (this site) and Mubert Web Application (**Mubert Render**) or accessing any content or material available on this site (**Content**), you agree to the terms and conditions of this Agreement.

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

The music provided by Mubert Render is subject to several music license types between Buyer and Mubert, which regulates Buyers' right to use the music. Related licenses can be found on this website [here](#).

We respect your privacy and process your personal information in accordance with our Privacy Policy. Our [Privacy Policy](#) explains how we deal with your information.

1. GENERAL

Mubert Render is a complex web-based software tool that allows you to access the pre-loaded musical items and to make a request for such item generation. The Buyer accesses Mubert Render via the website online interface only. You can not parse or automatize the process of music downloading and generating. You can not use Mubert Render for any illegal activity.

On Mubert Render, you can do several activities:

- preview and listen to our music (Remixes);
- sign up and get a full Subscription, so we can shake hands and start making videos or;
- sign up and buy a single track that is etched in Your mind;
- generate a music composition that suits You;
- finally, download Mubert music (that's what we're here for);
- read our articles, news, blog, documentation, and even [License](#) (take the time, it's not that hard).

2. PREVIEW REMIXES

You can preview any Remix you liked on Mubert Render. If you stream Remixes' previews, you agree not to try to download, save, or capture the music, as well as not to remove any watermarking or other protective measures from the preview. You agree that you will use the preview solely to become a member of Mubert Render and not for any other purpose.

3. MUBERT RENDER ACCOUNT

You need to be 18 years old or over to have an account. If you're under 18, you will need to get permission to use the account from a parent who is at least 18 years of age, and this adult will be responsible for all your activities.

When you register, you get a Mubert Render account that allows you to:

- unlock unique features;

- pay a Subscription Fee to get the Subscription;
- buy (which means get a license for) single music tracks (items);
- download items and manage your purchase information;
- manage your private information.

You promise and guarantee that the information you give us is true, accurate, and complete and, if you sign up for a **Mubert Render** account, that you will keep your account information up-to-date.

4. FREE TRIAL

Once you have an account, you may have (or may have not) the option to download limited Remixes (low-quality Items, watermarks protected) free of charge (Free Remixes) within the limits as written below. You must explicitly and unambiguously cite and indicate Mubert as the copyright holder in any use of Free Remix. In any and all use of Free Remixes you should cite "This free music track provided by Mubert Inc. by Mubert Render Service. All rights reserved and belong to Mubert Inc."

5. SUBSCRIPTION

Once you have an account, you may choose to purchase a Mubert Render Subscription for the Subscription Period.

The Subscription provides you with a license to download Remixes within the Subscription Period with high quality, no watermark protection, and no need to attribute Mubert as the copyright holder. You can pay an annual or monthly Subscription Fee — the price may differ, but the license terms remain the same.

6. SINGLE REMIX PURCHASE

Your account allows you to purchase (which means get a license) a single track (tracks). You can choose a license type for the item you've purchased — a Creator or Monetization license.

Please be informed that by choosing the option in a web interface, you are agreeing to the terms of the specific license type. Carefully read the notes and follow the app instructions.

7. LICENSE

Once the Buyer has a Mubert Render account, he is licensed to synchronize the Item with footage, audiovisual images for creating films, or internet video (synchronization license) under the specific license that was chosen during the Remix purchase process. You can read the full text of the License [here](#).

You now have to choose one of five licenses:

- Single Item Creator License;
- Single Item Monetization License;
- Single Item Corporate License;
- Subscription Creator License;
- Free Remix License.

Mubert reserved the right to create any license at its own discretion.

Your license may be attached and located together with the digital musical track file in the .zip archive. Feel free to use the license file as a confirmation of your rights.

8. SUBSCRIPTION AND SINGLE ITEM PRICES

The total amount of the Subscription Fee or single Remix price consists of:

- **Base Fee:** This is the fee for the buyer services you get from Mubert. This price is shown to you on the Mubert Render website.
- **Handling Fee:** For some transactions on Mubert Render, the total checkout price may include a handling fee.
- **Taxes:** Some transactions on Mubert Royalty-Free may be subject to tax that may be added to the price.

Buyer's sole responsibility is to handle and pay any handling fee, commissions, taxes, or other expenses and costs that may be added by the bank, financial institution, and other money transfer services. Mubert Render does not maintain and process financial information. All the payments are processed through additional third-party service providers.

9. CURRENCY CONVERSION COSTS

You are responsible for all currency conversion fees relating to transactions on Mubert Render. Your financial institution is the one that converts the currency, so it may charge you additional fees.

10. TERMS OF DOWNLOADING

When you download an item on Mubert Render, you're doing so on the following terms:

- you warrant that you have read the License,
- once you have downloaded an item, you acquire a license to use the item under the terms set out in the license,
- we retain ownership of the item.

11. TAXES

Prices, fees, and charges are otherwise inclusive of other applicable taxes. You are responsible for paying all such taxes and imposts associated with your use of Mubert Render, wherever levied. Your responsibility includes withholding tax if it applies — unless we are already processing that withholding tax.

12. REFUNDS

Given the nature of digital content, no refund will be issued for the purchase.

13. INTELLECTUAL PROPERTY

We own all the Mubert Render software and all the content that we have put on the Mubert Render: Mubert websites and Mubert Render App, copyright, trademarks, designs, and other intellectual property. You may not copy, distribute, modify, or make derivative works of any of our Mubert Content or use any of our intellectual property in any way not expressly stated in the License.

14. COPYRIGHT CLAIM AND INFRINGEMENT

If You have received a claim from any third party on your video, animation, or any content with an item embedded in it (derivative work), please make sure that you:

- have a valid license for the Item in your video;
- that you credit Mubert to this video for Free Remixes;
- in case you use video for commercial purposes, that your license allows monetizing the video.

After you follow the instructions above, please send us an email with all the details to support@mubert.com to have the claim released as soon as possible.

15. PRIVACY

We respect your privacy and process your personal information in accordance with our Privacy Policy. Our Privacy Policy explains how we deal with your information.

16. CONTENT REMOVAL

We can remove any of the content for any reason at our discretion.

17. BLOCKING A BUYER

We may block you, terminate any of your Mubert accounts (including but not limited to Mubert Render account), or refuse to process a payment, including withholding your account balance indefinitely, if we reasonably believe there is a risk associated with you, your Mubert Render account, or that payment, including if it breaches a law or regulation.

18. 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, with all purchases being advised to store a backup of their data.

19. TERMS OF USE MODIFICATION

Mubert may modify these Terms of Use at any time.

20. SEVERABILITY

In the event that one of the clauses of the Terms of Use 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.

21. APPLICABLE LAW

These Terms of Use are 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.

22. INDEMNITY

Upon request by Mubert, you agree to indemnify, defend and hold Mubert harmless (including but not limited to affiliated companies and their contractors, officers, directors, and employees) from all claims, liabilities, and expenses (including reasonable attorney's fees) related to your breach of this Agreement.

23. DEFINITIONS

- 23.1. **Buy** — purchase a license and download a Remix.
- 23.2. **Buyer** — You, a person who 'buys,' in other words, gets a license and downloads Remixes on Mubert Render, by creating an account and accepting these terms.
- 23.3. **Subscription** — once you've paid the fee, this will be the period when you can download and use Remixes.
- 23.4. **Subscription Fee** — the amount of payment for the Subscription Period.
- 23.5. **Subscription Period** — a period during which you have the right to use our Mubert site and APP.
- 23.6. **Remix, Item** — it's just our music, the music we create for you.
- 23.7. **Mubert Render** — means this website and app, part of the Mubert App Platform for buying music.
- 23.8. **Mubert** — Mubert Inc., a Delaware corporation, 8 The Green, Suite #6542 Dover DE US 19901.