

Royalty Free Music License (version 2019.2)

A license to use the purchased music is hereby granted to the person or company to whom the attached invoice is issued (hereinafter referred to as “the licensee” or “you”), or your nominated licensee.

You have permission to use the purchased music as outlined in our license terms below. This license is nonexclusive and non-transferable and may not be re-sold, given or hired to any third party, except when the license holder is a developer who has developed a product for his or her client, which uses the music. The developer may then hold the license on behalf of his client. There may be only one client per license.

1. Permitted uses of our music

Spoken-word audio recordings

You can use our music as a backing track to any kind of spoken-word recording. For example, guided meditations, hypnosis, positive affirmations or instructional recordings. You may sell, stream or distribute an unlimited quantity of these recordings in digital formats and as CDs, in as many online or offline stores as you like. Please ensure that you provide proper accreditation as described in section 3 below.

YouTube and other online videos

You can use our music as a backing track in videos you create for YouTube and other online video hosting services, and you are permitted to monetise your videos. However, you cannot use our music to create “music only” videos. Any video you create must include a voiceover. Please ensure that you provide proper accreditation as described in section 3 below.

DVD, TV, film and multimedia productions

You can use our music in the background of films, multimedia projects, TV programs, DVD productions, corporate presentations and audio-visual tutorials. You may sell, stream or distribute an unlimited quantity of these videos in digital formats and as DVDs, in as many online or offline stores as you like. Please ensure that you provide proper accreditation as described in section 3 below.

Public broadcast

You can play our music at a commercial venue with a limit of 1 location per license. For example, day spas, hotels, restaurants, conferences, on-hold music. You can also play our music during consultations with clients or patients. For example, meditation or yoga classes, hypnotherapy, physical therapy and medical procedures.

Personalised recordings

You can use our music repeatedly as a backing track in spoken word recordings that you create on a case by case basis for your clients or patients. Hypnotherapists commonly use our music in this way. Please note that recordings such as these cannot be duplicated, distributed or sold by your clients. Only you, the licensee, have the right to create and sell recordings that incorporate the music.

Software applications

You can use our music in the background of a software app for any device, however you cannot use our music if your app is designed to play the music by itself. In other words, you must either (a) combine the music with a voiceover or (b) your app must require continuous user engagement, for example, an interactive game.

If you wish to use our music in your app without the addition of a voiceover, we may be able to grant you a special license agreement. For more information about licensing for music streaming apps please follow this link. [2](#)

2. Prohibited uses of our music

Distributing the music by itself

You cannot sell, stream or distribute our music as a 'music only' product. This means that you cannot sell CDs or digital downloads of our music, nor can you stream our music online or via software applications. You cannot use our music to create music videos or embed our music in a media player.

Subliminal recordings

You cannot use our music to create subliminal recordings in which your voice is inaudible. Your voice may be quiet, but it must be audible (otherwise you are effectively creating a 'music only' product).

Creating derivative works

You cannot alter our music and then claim that the music is yours. For example, you cannot add brainwave entrainment frequencies or nature sounds or singing to our music and then sell or distribute the music as your own product. Any audio production you create must include a spoken word voiceover.

Using the title of our music as the title of your production

You cannot use the title of our music as the title of any media production that incorporates the music. For example, if you used the music "Pure of Heart" to create a guided meditation recording, you could not give your recording the title "Pure of Heart".

Sub-Licensing the music

You cannot sub-license our music to any third party. You cannot distribute our music as part of a production music library, as stock music, royalty free music library, or within any kind of media creation software.

3. Providing a Credit

All the music at Enlightened Audio was created by Christopher Lloyd Clarke and you must credit him except when it is technically unfeasible to do so. A credit is a welcome gesture of respect that will also help to save you from copyright claims. Here are some examples of how to publish a credit:

CD / DVD Credit

Simply publish a written credit on the CD/DVD insert and/or on the back cover.

a. (Title of Music) by Christopher Lloyd Clarke. Licensed by Enlightened Audio.

Or if multiple tracks have been used:

b. Music by Christopher Lloyd Clarke. Licensed by Enlightened Audio.

MP3 / Digital Download Credit

Simply add a credit to the meta tag for the composer: Christopher Lloyd Clarke. Please do not list Christopher as the "artist".

YouTube Video Credit

If you use the music in a YouTube video, you must add a credit in the video description that lists

the names of the tracks you used and a link to Christopher Lloyd Clarke's personal website. For example:

a. (Title of Music) by Christopher Lloyd Clarke. <https://www.christopherlloydclarke.com>. Licensed by Enlightened Audio.

Film / TV Production Credit

(Title of Music) by Christopher Lloyd Clarke. Licensed by Enlightened Audio. 3

4. Publishing, distributing and selling products that feature our music

If you create any products that incorporate our music (for example, CDs, digital downloads or videos), you may distribute an unlimited number of copies of those products at any price you choose. You can sell your products in as many formats as you like, anywhere in the world. You may also generate advertising revenue on videos that you create with our music (YouTube videos for example).

In other words, once you have created a product with our music, you are free to earn an unlimited amount of money from it for the rest of time, without ever paying us another cent.

5. Editing the Music

You can edit our music if necessary, by looping it, cutting it, applying fade ins, fade outs and transitions from one track to another.

6. Modifying the Music

You may accentuate our music by adding non-musical sounds such as (a) nature sounds, (b) foley or (c) brainwave entrainment frequencies (such as binaural beats or isochronic tones), however you may not add additional musical instrumentation. For example, you cannot add a flute performance or singing to our music.

7. Partially Naked Music

You may create spoken word recordings with our music and leave the music "naked" (without an accompanying voiceover) for up to two thirds of the total duration of each music track. In other words, only one third of your recording must include speech.

For example, you could create a 30 minute hypnosis recording in which you speak for the first 10 minutes and then allow the music to play by itself for the remaining 20 minutes. However, you must ensure that your finished recording is one continuous 30 minute track (not two separate tracks; one 10 minute meditation and then a separate 20 minute music-only track).

8. Transporting the Music

If you need to send music to another person, you are free to do so via any means at your disposal. For example, you may burn a CD or DVD. You may transfer the music to a portable storage device such as a USB flash drive. And you may transfer the music via online file transfer services. Please take care: you may only send the music to persons who are directly involved in

the development of your products or projects. Please take all reasonable measures to prevent unauthorized copying and distribution of our music.

9. License fees

Once your initial payment is received you will not have to pay any ongoing fees of any type. 4

10. Store credits

Store credits added to your account may only be used to purchase music for one licensee.

Store credits have no expiry date. We will happily refund store credits within 7 days of purchase, provided you haven't used any of your credits to purchase music. After 7 days, store credits cannot be refunded for any reason. No part of your store credit balance may be converted to cash.

11. Duration of license

This license has no expiry date. Provided that your payment is received in full and excepting any instance in which you breach the terms of this license agreement, you can continue to use the music indefinitely.

12. Grant of license

This music license is granted to one person, or to one business entity. If the purchaser is purchasing music on behalf of a third party (the nominated licensee), the purchaser hereby represents and warrants that: (i) the purchaser is authorized to act as an agent on behalf of the licensee and has full power and authority to bind the licensee to this agreement; and (ii) if the licensee subsequently disputes such power or authority, the purchaser shall be bound and liable for any failure of the licensee to comply with the terms of this music license.

13. Intellectual Property and Copyright

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14. Warranty and Limitation of Liability

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15. Indemnification

You shall indemnify, defend and hold the licensor harmless from any and all claims, losses, costs, damages and expenses resulting from or arising out of: (a) your breach of this agreement; (b) your unauthorised use of the music; (c) your activities after the licensor has notified you that such activities may result in the infringement of the intellectual property rights of any third party; or (d) any claim that the music or the use thereof infringes upon, misappropriates or violates any patents, copyrights, trademarks, trade secret rights or other proprietary rights of a third party.

16. Unauthorised Use and Termination

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17. Privacy

We take our customers' privacy seriously. At no time will your personal details or e-mail address be passed onto any other company. We do not see, nor do we retain any financial data such as credit card numbers. These are gathered and processed securely by our e-commerce partners, such as PayPal.

18. Refund Policy

Please choose your music carefully. Like most other online shops that sell downloadable products, it is not possible for us to refund or exchange any product that has already been downloaded. Once the download has taken place, the purchase is final.

www.enlightenedaudio.com is a division of Spire Audio
P.O. Box 347, Apollo Bay, VIC, Australia, 3233
www.spireaudio.com.au
