

## **Royalty Free Music License (version 2021.1)**

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 non-exclusive 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 use the music to create as many different recordings as you like and you may sell, stream or distribute an unlimited quantity of these recordings, in any format, in as many online or offline stores as you like. Please note that you only need to cover one-third of the music duration with narration. For further information please refer to section 7 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 note that you only need to cover one-third of the video duration with narration. For further information please refer to section 7 below.

#### **Live Streaming and Video Conferencing**

You can use our music as a backing track for any kind of realtime video conferencing or live streaming, for example, YouTube Live, Facebook Live, Twitch, Zoom and Skype. However, you cannot use our music to create “music only” conferences or live streams. Your video conferences and live streams must also feature audible narration. Please note that you only need to cover one-third of the duration of your live stream with narration. For further information please refer to section 7 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. However, you cannot use our music to create “music only” productions. Any production you create must include a voiceover. Please note that you only need to cover one-third of the video duration with narration. For further information please refer to section 7 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 can be used 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 physical interaction by the app user, for example, a hands-on game or puzzle.

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 refer to <https://enlightenedaudio.com/licensing-music-distribution-apps>.

## **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.

“(Title of 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 and Other Online Video Credit**

If you use the music in a YouTube video (or similar online service), 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:

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

**Film / TV Production Credit**

Simply place the following in the closing credits:

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

**Video Conference / Live stream Credit**

A credit is not required for live, online broadcasts, however if you are feeling generous we would be grateful if you would mention in your broadcast that your music was created by Christopher Lloyd Clarke. If your live stream later becomes a permanent video production that can be replayed, please provide a credit as per the previous description for YouTube and other online videos.

## **4. Distributing, selling and monetising products that feature our music**

If you create any products that incorporate our music (for example, CDs, audio 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. Responsible publishing**

If you publish an audio recording that incorporates our music, you must ensure that your publisher does not apply any services such as “Sync Licensing” or “Content ID Matching” to your recording.

Content ID Matching, Sync Licensing (and other similar services) are designed to identify and claim against other recordings that sound similar to your recording. These services should never be used for spoken word recordings that use royalty free background music. These services are only for musicians and bands that release original music. Further information about this can be found in the following article: <https://enlightenedaudio.com/how-prevent-false-copyright-claims>

## **6. 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.

## **7. 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.

## **8. Partially Naked Music**

You may create spoken word recordings, videos and live streams 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).

## **9. 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.

## **10. License fees**

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

## **11. 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.

## **12. 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.

## **13. 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.

## **14. Intellectual Property and Copyright**

Enlightened Audio.com is owned and operated by Spire Audio (the licensor), a private company wholly owned by Christopher Lloyd Clarke. Any music downloaded by you from this website is licensed to you by Spire Audio and its copyright is protected by Australian copyright law and international treaty provisions. Except for your limited right to use the music, Spire Audio shall have and shall retain the entire right, title and interest in and to all intellectual property rights arising from or relating to the music and all copies thereof. No ownership or copyright in any sounds or music shall pass to you by the issuance of this license. You cannot use our trademarks, logos, album artwork, music samples or images without prior written consent.

## **15. Warranty and Limitation of Liability**

Spire Audio warrants that: (i) the music will be free from defects (your sole and exclusive remedy for a breach of this warranty being the replacement of the music); (ii) it has the necessary rights and authority to grant you the rights outlined in this license; and (iii) your use of the music in accordance with the terms outlined in this license, excluding any modifications made by you, will not infringe on any copyright, moral right, trademark or other intellectual property rights. Spire Audio does not make any other warranties, express or implied, regarding the music or its delivery systems, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Spire Audio shall not be liable to you or any other person or entity for any punitive, special, indirect, consequential, incidental or other similar damages, costs or losses arising out of your use of the music, even if Spire Audio has been advised of the possibility of such damages, costs or losses. Nor shall Spire Audio be liable for any damages, costs or losses arising as a result of modifications made to the music by you or the context in which the music is

used in your work. Spire Audio's liability shall in no event exceed the actual price paid for the music license.

## **16. 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.

## **17. Unauthorised Use and Termination**

Any use of the music in a manner not expressly authorised by these license terms (including, without limitation, use of the music by more than one (1) user without the purchase of additional licenses) constitutes copyright infringement, entitling Spire Audio to exercise all rights and remedies available to it under copyright laws throughout the world. Spire Audio shall have the right to terminate your right to use the music immediately upon your breach of these license terms. Upon termination, you shall cease using the music and shall delete or destroy all copies of the music. Termination of your rights shall not limit Spire Audio from pursuing any other remedies available to it, including, but not limited to, injunctive relief, nor shall termination relieve you of your obligations to pay Spire Audio any applicable license fees. You shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

## **18. 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.

## **19. 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.

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