

———— MUSIC LICENSE ————

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

a. **Spoken-word audio recordings**

You can use our music as a backing track in any kind of spoken-word recording. For example, guided meditations, hypnosis, ASMR, positive affirmations, documentaries, audiobooks and instructional recordings.

You can use the music repeatedly to create as many different recordings as you like and you may sell, stream or distribute an unlimited quantity of your recordings. You can distribute your recordings on multiple platforms, in any format.

Please note that you must cover at least one-third of the music duration with narration. For further information please see section 4 below.

b. **YouTube and other online videos**

You can use our music as a backing track in videos you create for YouTube and any other online video hosting services.

You can use the music repeatedly to create as many different videos as you like. You can monetise your videos, and stream them an unlimited number of times.

Please note that you must cover at least one-third of the music duration with narration. For further information please see section 4 below.

c. **Live streaming and video conferencing**

You can play our music in the background of your live streams on platforms such as Skype, Facebook, or any other social media app.

You can use the music repeatedly in as many live streams as you like.

Please note that you must cover at least one-third of the music duration with narration. For further information please see section 4 below.

d. **Film, TV and other media productions**

You can use our music in the background of films, TV programs and other media productions.

You can use the music repeatedly to create as many different productions as you like. You may sell, stream or distribute an unlimited quantity of these productions in any format, in as many online or offline stores as you like.

Please note that you must cover at least one-third of the music duration with narration. For further information please see section 4 below.

e. **Public broadcast**

With a limit of 1 location per license, you can play our music at a commercial venue. For example, day spas, hotels, restaurants, conferences, gymnasiums, yoga studios, schools and medical facilities.

f. **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. 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.

g. **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.

2. Prohibited uses of our music

a. **Distributing the music by itself**

This is our #1 Golden Rule. 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.
- Use our music to create music videos without narration.
- Embed our music in a media player.
- Stream our music online or via software applications.*

** If you wish to stream our music in your app without the addition of narration, please refer to <https://enlightenedaudio.com/music-license/licensing-for-music-distribution-in-apps/>*

b. **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).

c. **Creating derivative works**

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

d. **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 cannot title your recording "Pure of Heart".

e. **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. Distributing, selling and monetising productions that feature our music

If you create any audio or video productions that incorporate our music, you may sell, distribute or stream an unlimited quantity of those productions in as many formats as you like, on as many channels as you like, on as many platforms as you like, anywhere in the world. You may also generate advertising revenue with your productions.

In other words, once you add narration to our music, you have created a new, unique production that belongs to you, and you are free to monetise it in any way you like, earning unlimited income from it for the rest of time, without paying us another cent.

4. Adding Narration to the Music

You may create spoken word recordings, videos and livestreams with our music and leave the music bare (without a 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 recording in which you speak for the first 10 minutes, followed by music only for the remaining 20 minutes. However, your recording must be one continuous 30 minute track (not two separate tracks; a 10 minute meditation and a separate 20 minute music-only track).

5. Editing the Music

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

6. Modifying the Music

Provided that you also add narration to our music, you may also add non-musical sounds such as nature sounds, foley or brainwave entrainment frequencies (i.e. binaural beats or isochronic tones). You may not add instrumental musical performances or singing to our music.

7. Providing a Credit

All the music at Enlightened Audio is created and owned by Christopher Lloyd Clarke. You are not required to credit Enlightened Audio or Christopher Lloyd Clarke, however, publishing a credit is customary and a very nice gesture of respect. If you use our music and wish to provide a credit, you can add it whenever and wherever it is convenient to do so. We suggest the following (or similar) phrase:

"Music: (Title of Music) by Christopher Lloyd Clarke. Provided by Enlightened Audio."

or more simply:

"Music by Christopher Lloyd Clarke. Provided by Enlightened Audio."

Audio streaming credit (Spotify, Apple Music, apps etc)

If asked, you may specify "Christopher Lloyd Clarke" as the composer. Please do not list Christopher as the "artist" (this should be your name).

CD / DVD credit

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

YouTube and other online video credit

Please add the credit in the written video description.

Film / TV production credit

Please present the credit on-screen in the closing credits.

MP3 / digital download credit

You can publish a written credit on your website, or simply add the name "Christopher Lloyd Clarke" to the MP3 file's meta-tag for "Composer". Please do not list Christopher as the "artist".

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 stream that your music was created by Christopher Lloyd Clarke.

8. 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 "Content ID Matching" or "Sync Licensing" to your recording.

Content ID Matching (and other similar services) is used to find other recordings that sound similar to your recording and then initiate copyright claims against them.

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/publish-your-recording-responsibly-to-prevent-false-copyright-claims/>

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 transfer the music via a portable storage device, 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 unauthorised copying and distribution of our music.

10. Store credits

Store credits added to your account may only be used to purchase music for you, the licensee.

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. License fees

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

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 authorised 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. 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.