

TERMS AND CONDITIONS OF MUZIKO WITH USERS

These terms and conditions are a legal document that gives you the right to use compositions and requires you to pay MUZIKO for any such use.

1. INTERPRETATION

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meaning:

“Composition” means a single musical composition, irrespective of length, including all spoken words and bridging passages and including a medley;

“Composer” means the individual composer of a Composition downloaded by You on MUZIKO.com, and if more than one, all individual having an ownership right in such Composition;

“Effective Date” means the date on which You first download a Composition on MUZIKO.com;

“Licensed Use” means the particular use or form of exploitation of a Composition by You pursuant to these terms and conditions; and

“You” means a user of a Composition downloaded from MUZIKO.com.

1.2 Any reference in these terms and conditions to any statute or statutory provision (whether of Ireland or otherwise) shall be deemed to include any statute or statutory provisions which amends, extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of these terms and conditions) by same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

1.3 Unless the context otherwise requires, words imputing the singular include the plural number and visa versa and words imputing a gender shall include every gender.

1.4 In these terms and conditions, except as otherwise specified:

1.4.1 words such as “hereunder”, “hereto” and “herein” and other words commencing with “here” shall, unless the context clearly indicates the contrary, refer to the whole of these terms and conditions and not to any particular paragraph of these terms and conditions; and

1.4.2 any reference to any paragraph shall be a reference to the paragraph in these terms and conditions in which the reference occurs unless it is indicated that reference to some other provision is intended.

- 1.5 Any reference to a “person” shall be construed as a reference to any individual, firm, company, corporation, undertaking, government, State or agency of a State or any association or partnership (whether or not having separate legal personality).
- 1.6 Reference to any party in these terms and conditions shall include their respective successors-in-title and permitted assignees.
- 1.7 The headings contained in these terms and conditions are inserted for convenience of reference only and shall not in any way form part of nor affect nor be taken into account in the construction or interpretation of any provisions of these terms and conditions.
- 1.8 Reference to these terms and condition to a “company” shall be construed so as to include any company, corporation or body corporate, whenever and however established or incorporated.
- 1.9 The rule known as the ejusdem generic rule shall not apply to the construction of these terms and conditions.

2. GRANT OF RIGHTS

- 2.1 MUZIKO grants to You the non-exclusive right, privilege and licence to use the Compositions as part of advertising, broadcasting, radio, television or any other media for the Licensed Use and on the terms and conditions set out herein.
- 2.2 Notwithstanding anything to the contrary in these terms and conditions, MUZIKO may grant rights to You on an exclusive basis after MUZIKO has received the Composer’s express approval to do so. You agree not to contact the Composer directly in order to seek exclusive rights in respect of any Composition but rather seek such exclusive rights through MUZIKO.
- 2.3 These terms and conditions shall apply to you from the Effective Date.
- 2.4 MUZIKO is not responsible for maintaining the supply of any particular Composition for any specific period of time and may withdraw Compositions from supply on MUZIKO.com at any time without notice to You.

3. USE OF THE COMPOSER’S MUSIC

- 3.1 You may use, edit, loop, enhance or modify the sound recoding and therefore the Composition, provided that any such change shall not alter the fundamental character of the Composition and any such change shall not give rise to any ownership rights or claims, including copyright on your part in or to the resultant sound recordings or underlying Composition.
- 3.2 If you use any Composition for any Licensed Use that You did not select and pay for at the time that You downloaded that Composition, you shall immediately pay to

MUZIKO such sum as is payable for the use of that Composition for that Licensed Use.

- 3.3 You agree to use the Compositions for the purpose only of promoting, supporting or complementing a separate product to that of the Composition themselves.

4. PAYMENTS

- 4.1 You agree to pay to MUZIKO the licence fees in respect of the Licensed Use for the Compositions downloaded by You.
- 4.2 The amount owed by You to MUZIKO under Condition 4.1 of these terms and conditions shall be inclusive of any applicable taxes.
- 4.3 MUZIKO reserves the right to price the Composition and amend such prices according to its best business knowledge and current market conditions.
- 4.4 MUZIKO reserves the right to change its pricing structure according to its best business knowledge and current market conditions.
- 4.5 Nothing contained in these terms and conditions shall be deemed to constitute a waiver of any fee which shall become due and payable to the relevant performing or other rights society as a result of any use of a Composition by You.

5. OWNERSHIP OF MUSIC

- 5.1 The Compositions shall remain the sole property of their respective Composers.

6. USER'S LIABILITY

- 6.1 You shall be liable for any misuse by You of the downloaded file in respect of any of the Compositions.
- 6.2 You shall be liable for any use of any of the Compositions by You outside of the Licensed Use.
- 6.3 If You download a Composition on behalf of a third party, You shall be liable for any breach of these terms and conditions by that third party.
- 6.4 You choose the Compositions for use in Your media project completely at Your own discretion. MUZIKO does not guarantee any level of effectiveness from that Composition to the media project for which it is used. While MUZIKO aims to provide music of excellent quality, it guarantees only the sound quality of the audio. If You become aware of a problem with the sound quality of a Composition, You shall contact MUZIKO immediately and not later than thirty days from downloading the Composition.

6.5 If You commit a breach of the Licensed Use, MUZIKO reserves the right to withdraw the use of the Composition from You.

7. WARRANTIES AND REPRESENTATIONS

7.1 You warrant and represent that:

7.1.1 You have all the necessary rights and authority to enter into and perform these terms and conditions and to grant the rights granted under these terms and conditions;

7.1.2 the Licensed Use will not violate or infringe upon any common law or statutory rights of any third party, including, without limitation, contractual rights, copyrights and rights of privacy or publicity; and

7.1.3 all of Your representations and warranties shall be true and correct on the Effective Date and throughout the term of these terms and conditions.

8. INDEMNITY

8.1 You will at all time defend, indemnify and hold harmless MUZIKO and each and every Composer from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by You of any warranty, representation or agreement, express or implied, made by You under these terms and conditions or as a result of You being successfully prosecuted for money laundering. You will reimburse MUZIKO and/ or the Composer on demand for any payment made at any time in respect of which MUZIKO and/or the Composer is entitled to be indemnified. You shall be notified of any such claim, action or demand and shall have the right, at Your own expense to participate in the defence thereof with counsel of Your own choosing, however MUZIKO's decision in connection with the defence or settlement of any such claim, action or demand shall be final.

8.2 MUZIKO shall not be held responsible for any errors of information at any time on MUZIKO.com

9. BROADCAST AND USAGE DETAILS

9.1 Where Compositions downloaded by You are to be broadcast, You agree where possible to provide the project title and broadcast details and correct details (to include the Composition title (including MUZIKO tag) and the Composer's name(s)) to MUZIKO or the music royalty collection society that is displayed with that Composition on MUZIKO.com and where not possible, to permit MUZIKO to procure such information from You when available.

9.2 In the case where a Composition is to be broadcast, You agree to provide the relevant Clock Number/ Assignment Number or appropriate number scheme Number at the point of purchase or as soon as reasonably practicable thereafter. MUZIKO reserves

the right to contact you at any time to obtain this information where it is not furnished.

- 9.3 Where You are in a position to complete a cue sheet in respect of the use of a Composition, You agree to incorporate the information that is supplied by MUZIKO at the time of download, being the track name, Composer'(s) name and the publisher's name.

10. GOVERNING LAW

- 10.1 These terms and conditions shall be governed and construed in accordance with the law of Ireland and each of the parties submits to the exclusive jurisdiction of the courts of Ireland.
- 10.2 Any process in any action or proceeding commenced in the courts of Ireland arising out of any such claim, dispute or disagreement may, among other methods, be served upon You or MUZIKO by delivering or mailing the same via registered or certified mail, addressed to You or MUZIKO, as the case may be, at the address designated by You or MUZIKO. Any such delivery or mail service shall be deemed to have the same force or effect as personal service with in Ireland.

Note: It is recommended that you seek independent legal advice before accepting these terms and conditions.