

Personal Use Individual Music License Agreement

Parties and Introduction

The terms set forth in this Personal Use Individual Music License Agreement (hereinafter referred to as the "Agreement") apply to your use of the individual music track provided by Essential Tracks, LLC (hereinafter referred to as "Essential Tracks").

By clicking "I agree" or otherwise signifying your acceptance of these terms and conditions you are agreeing to be legally bound by this Agreement. You warrant that you are 18 years or older and are authorized to enter into this Agreement.

This Agreement grants you the right to use the Recording in audio-visual and podcast productions created by you for the purpose of use on your social media and podcast channel(s), in accordance with the terms contained herein. If you want to use the Recording for purposes other than the purposes expressly permitted under this Agreement, or if you are creating content for a corporate channel, meaning a channel owned and/or operated by a business where the channel is not the primary product/service offered by such business, you can find other licenses on our website. Nothing in this Agreement shall be interpreted as constituting or creating joint ventures or partnerships between you and Essential Tracks.

Definitions

In this Agreement the following words and expressions shall have the following meanings:

"Recording" means each and every sound recording contained in the Essential Tracks music catalog found on <https://essentialtracksmusic.com>.

"Channel(s)" mean your YouTube, Facebook, Instagram, Twitch, Twitter, and podcast channel(s) that you have added to your account page. You may only have a single channel on each platform.

"Customer Productions" mean the video and podcast productions which are produced for the purpose of being made available on your Channel(s).

"Essential Tracks" mean the website provided by Essential Tracks, currently with the URL address <https://essentialtracksmusic.com> offering you access to search for, listen to, and download the Recording.

License Grants and Restrictions

Subject to the terms and conditions of this Agreement, Essential Tracks hereby grants you:

(a) for the term of this Agreement, and subject to Essential Tracks' continuous right to collect royalties from third parties as provided hereunder, the right to access the Essential Tracks individual music track on the Essential Tracks website, to make copies of the Recording in order to synchronize it, in whole or in part, in your Customer Productions; and

(b) for the term of this Agreement and in perpetuity the right to upload and distribute any Customer Productions containing the Recording on your Channel(s).

The rights in (a) and (b) above do not include the right to collect public performance royalties with respect to the Recording, or to license to any third party the right to distribute any Customer Productions, or to distribute any Customer Productions in any other method, manner, or media other than those specifically provided hereunder.

The license granted under this Agreement does not cover use of the Recording in Customer Productions constituting advertisements, meaning productions published within paid media space, such as, but not limited to, online pre/mid/post-rolls. You further do not have the right to use the Recording in any production that is produced to be used, licensed, sold or in any other way distributed by any third party, including in any production that promotes and/or integrates products and/or services of a corporate brand/entity, when such productions are intended to be uploaded or embedded on third party channels or websites.

You may not make the Recording available on a stand-alone basis including, without limitation, the repackaging the Recording (in whole or in part) as audio samples, sound libraries, sound effects, or music beds, or combined with a single still image or limited animation where the production is essentially tantamount to use of the Recording on a stand-alone basis, meaning uses where complete or almost complete Recording are used and where any accompanying visuals are of a subordinate importance.

You may not use the Recording in connection with any material or otherwise in a manner or context that is defamatory, illegal, or inciteful of an illegal act, or discriminates against any person based on race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Moreover, you may not use the Recording in connection with sensitive subjects without the prior written consent of Essential Tracks. Sensitive subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate, or elected official.

All rights and licenses granted hereunder are non-exclusive, non-transferable, and non-assignable and may not be sub-licensed other than as expressly permitted under this Agreement. You may only use the Recording in accordance with the rights and licenses granted under this Agreement. This Agreement only covers use by one individual person. If we have reason to believe that more than one person is using the same account, we reserve the right to either (i) immediately terminate the account, without refunding any prepaid fees, or (ii) retroactively assess additional fees to you calculated in each instance on the then-current per-user pricing of the Subscription for each additional user.

Monetization

Subject to your compliance with this Agreement, you may allow, and receive remuneration from the display of third-party ads in connection with your Customer Productions on your Channel(s) You are responsible for registering ("whitelisting") the Channel(s) with Essential Tracks, in

accordance with the instructions that Essential Tracks provides on the Essential Tracks website. Without correct whitelisting, Essential Tracks is unable to tell a licensed Customer Productions from unlicensed use, and thus reserves the right to monetize any Customer Productions containing a Recording that is not correctly whitelisted. Should Customer Productions licensed under this Agreement be monetized or otherwise receive a claim from Essential Tracks, you may notify Essential Tracks at Sales@EssentialTracksMusic.com and Essential Tracks will discontinue such monetization and release the claim. Essential Tracks will have no responsibility, and will not reimburse you, for any monetization of Customer Productions by Essential Tracks for any period prior to such Customer Productions having been correctly whitelisted.

Payment

For the rights granted herein you will be charged a fee in the amount stated in the individual personal track use section on the Essential Tracks website. Essential Tracks will not refund any fees paid, except as explicitly provided for in this Agreement.

Taxes

The license fees charged by Essential Tracks do not include any taxes, duties, or other government charges. Essential Tracks will charge you additionally for the amounts of any such taxes, duties, or other charges which Essential Tracks is required to collect, including without limitation, sales and use taxes, and value added taxes. By entering into this agreement, you verify that your state of residence and/or country of residence is the same as your billing address.

Term and Termination

This Agreement shall begin upon your acceptance of the terms set forth herein.

Essential Tracks reserves the right to terminate this Agreement and to suspend your access to Essential Tracks at any time in the event of your actual or suspected unauthorized use of the Recording, or non-compliance with the provisions set forth in this Agreement.

Except as otherwise stated herein, you agree that Essential Tracks will not refund any amounts that you have already paid if you terminate this Agreement, or if Essential Tracks terminates this Agreement, or suspends your access to Essential Tracks in accordance with the provisions herein.

If you reside in a country which is part of the European Union and have entered into this Agreement, you have the right to terminate this Agreement, by sending an e-mail to [Insert Appropriate Essential Tracks Email Address] within fourteen (14) days of purchase (the "Cooling-off Period") and receive a full refund provided you have not downloaded any Recording from the Essential Tracks website.

Ownership and Intellectual Property Rights

Essential Tracks holds all copyrights in and to the music catalog found on the Essential Tracks website and is the sole rights holder in respect to the Recording.

You hereby acknowledge that you do not acquire any proprietary rights as a result of this Agreement in relation to any Recording and that the Recording are the sole property of Essential Tracks.

You may not claim ownership of the Recording or otherwise make them available through any content detection and/or registration system (such as YouTube's Content ID) even if the Recording are synchronized with your own Project.

Trademarks and Credits

You are not granted any right or interest in the trademarks, brands, or trade names of Essential Tracks. Further, you may not use the trademarks, brands, or trade names of Essential Tracks without the prior written consent of Essential Tracks.

Credit shall, to the extent reasonably possible, in relation to uses where it is standard practice to do so or if credits are provided for other music or content providers, be recorded in a form substantially similar in form and substance to the following: Artist's Name/Title of Recording /courtesy of Essential Tracks. The above credit shall, if possible, be displayed as a hyperlink to <https://essentialtracksmusic.com>.

Limitation of Liability

You acknowledge and agree that the service by Essential Tracks is provided to you "as is," and Essential Tracks disclaims all warranties express or implied, including but not limited to (a) warranties of merchantability or fitness for a particular purpose; (b) warranties as to the quality or performance of the materials, information, goods, services, technology and/or content provided under or in connection with this agreement, including but not limited to, any limitations on user access to or use of content; and (c) warranties as to the performance of computers, technology, and/or networks in which you are using the Recording. The total liability of Essential Tracks under this Agreement arising from your use of any Recording shall be limited to the license fee paid by you for such Recording. You hereby agree that this license is granted to you without any other warranty or recourse.

Force Majeure

You acknowledge and agree that Essential Tracks shall not be held liable if failure to perform any obligation hereunder is caused solely by supervening conditions beyond Essential Tracks' reasonable control, including acts of God, civil commotion, terrorism, strikes, labor disputes, pandemics, and governmental demands or requirements.

Severability

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

Applicable Law

This Agreement shall be governed by the laws of the state of Florida, and any applicable Federal Laws of the United States of America, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Volusia County, Florida.