

LICENSE AGREEMENT ROYALTY FREE MUSIC THE WONG JANICE

Thank you for purchasing The Wong Janice's royalty-free music. This license agreement will inform you about the do's and don'ts pertaining to the use of the royalty-free music. We want you to enjoy the music while at the same time ensuring protection of the artist The Wong Janice's rights.

The royalty-free music from The Wong Janice is protected by law. Unless otherwise stated in this License, the intellectual property rights of the royalty-free music are solely owned by and fully remain at The Wong Janice. This License determines how the royalty-free music can be used by You.

Clause 1. Definitions

1.1 The following terms shall have the following meaning:

Content	All content that you create and in which you use the Royalty-Free Music
Customer	You, the customer
Royalty-Free Music	Royalty-free music
License	This End User License Agreement
Rights	All present and future copyrights, neighbouring and related rights, moral rights vested in the underlying composition and the recording of the Royalty-Free Music which can be exercised at any time in the Territory,
Territory	Shall mean the world and all its territories
Us/We	The Wong Janice
You	The customer
Website	The Wong Janice's website at https://www.thewongjanice.com

Clause 2. Effective date and Termination

- 2.1 This Agreement enters into force as soon as You purchase and download the Royalty-Free Music to Your device and then remains indefinitely in force unless and until terminated by You or The Wong Janice as follows:
- a. You may terminate the License at any time by ceasing Your use of the Royalty-Free Music and by deleting the Royalty-Free Music and all its data from Your device;
 - b. The Wong Janice is entitled to immediately terminate the License with or without cause included but not limited to the event of any breach of this License;
- 2.2 Upon termination of the License articles which intend to have effect after termination of the agreement will stay in effect such as article 5, 6,7 and 9.

Clause 3. General

Below We'll explain the rules pertaining to this License.

- 3.1 This License determines the contractual relation between You and The Wong Janice for the use of all Royalty-Free Music offered by the Wong Janice. By purchasing Royalty-Free Music from The Wong Janice, You declare you will fully comply with the terms and conditions of this License.
- 3.2 In addition, the terms and conditions of TWJ form an integral part of your contractual relation with The Wong Janice. We ask You to read those terms and conditions here [insert link].
- 3.3 By downloading and using the Royalty-Free Music you consent with and accept The Wong Janice's License.
- 3.4 You have purchased a limited non-exclusive single user perpetual license to Rights vested in the Royalty-Free Music for the Territory. Your License gives You the right to use the recording of the Royalty-Free Music for the specific license type (license tier and license category) confirmed on your invoice. You are not allowed to use the Royalty-Free Music for any purposes beyond your purchased license tier and license category. You are allowed to use the Royalty-Free Music in perpetuity but taking into account clause 2.1 a and b.
- 3.5 You have not purchased the Rights vested in the Royalty-Free Music. This means that The Wong Janice remains the sole owner of all Rights vested in the Royalty-Free Music at all times. The Wong Janice remains entitled to all income from the public performance collecting rights management societies in the Territory.
- 3.6 You are not allowed to use the name and/or likeness, biographical information of The Wong Janice connected to the Royalty-Free Music in manners other than to credit The Wong Janice in your content. Should you wish to feature The Wong Janice prominently in your Content, please get in touch with Us.
- 3.7 It is prohibited to use the Royalty-Free Music for any purpose that violates Dutch or other applicable law(s), regulation(s) or treaties.

- 3.8 You are allowed to make a backup of the Royalty-Free Music for Your own personal use and to copy the Royalty-Free Music to Your device for the purpose of installing and using the Royalty-Free Music.
- 3.9 Reselling, renting and lending the Royalty-Free Music to a third party is not allowed.
- 3.10 You will use all appropriate and reasonable precautions to prevent unauthorized use of the Royalty-Free Music.
- 3.11 You are not entitled to copy or have copied, decompile, or have decompiled, reverse engineer or have reverse engineered the Royalty-Free Music, or parts thereof.

Clause 4. Limited non-exclusive indefinite user License

- 4.1 The Wong Janice offers four license tiers for you to choose from. A fee will be charged for each tier, if you wish to Purchase more than one license tier:
 - a. Individual license: non-commercial use by students, commercial use by freelancers & sole proprietors
 - b. Commercial license 1: commercial and non-commercial use by small businesses (< 50 employees)
 - c. Commercial use 2: commercial and non-commercial use by medium businesses (< 51-250 employees)
 - d. Customised license for enterprises: a fully customised license for large businesses (>250 employees) and all other professional content providers such as media companies, publishing companies, broadcasters, VOD platforms

The license You purchase pertains solely to the specific license tier of Your choice. Using the Royalty-Free Music for a different purpose, constitutes infringement and You will be liable for any claims, damages and other consequences and remedies. In addition, the license can be revoked in this case. You only acquire the right to use the Royalty-Free Music within your chosen license tier. Any use not explicitly covered by this your chosen license tier and the specific use, is not permitted.

- 4.2 Within each license tier, You have purchased a license to use the Royalty-Free Music for specific purposes. Below You will find a description of how you can use the Royalty-Free Music. The music is to be used as-is meaning that no additions, edits, remixes, reproductions, translations or other amendments are allowed.

For each category, the permitted use of the Royalty-Free Music is specified. Any other permitted use not explicitly listed below is not allowed. Within each category, You are allowed to use the Royalty-Free Music multiple times.

- a. Live streaming
 - Permitted use: This includes a live stream only on your own website
 - Prohibited use: no use in software applications where music is designed to play the music by itself e.g., app for sleep, meditation. No use on YouTube Live, Facebook Live, Twitch, Instagram Live
- b. Video Conferencing e.g., Zoom, Teams, Google Meet, Skype:
 - Permitted use: This includes a live-stream only for background music in video conferencing such as waiting room music or intermittent music.
 - Prohibited use: It is not allowed to use the Music in live-streams on social media platforms, or music-only streaming events or conferences.
- c. Social Media and Video Sharing Platforms e.g., Social media posts and User Generated Content
 - Permitted use: background music on posts and stories on YouTube, Vimeo, Instagram, Facebook, LinkedIn, TikTok. Credit of The Wong Janice is required. Please refer to art. 6 for crediting instructions.
 - Prohibited use: live streaming on social media platforms
- d. Online advertisements
 - Permitted use: pre-, post-, post rolls
- e. Public broadcast e.g., background Music
 - Permitted use: one license covers one location only: bar, restaurant, hotel, day, spa, conferences, shop, gym, on-hold music, meditation or yoga classes, hypnotherapy, psychical therapy and medical procedures
- f. Voice Recordings
 - Permitted use: background music for guided meditations, hypnosis, instructional recordings, podcast as an audio track (not a jingle), backing track in spoken word recordings created on a case-by-case basis for your clients or patients
 - Prohibited use: editing, changing, remixing the music including but not limited to adding singing, or addition of other instruments/sounds
- g. Multimedia Productions
 - Permitted use: audio-visual tutorials, animations, slideshow, website background music, presentation
- h. Audio-books
 - Permitted use: background music or musical intermezzo in audiobooks, for the use as a soc-called jingle please refer to sub k below
- i. Software applications

- Permitted use: the Royalty-Free Music can be used in software, video game, application, e-learning, online course, background of a software app for any device as background music in combination with a voice over component, such as meditation instructions or a story.
 - Prohibited use: the Royalty-Free Music cannot be used as stand-alone music, a loop, a layer of a musical work pertaining to software applications.
- j. Live Productions
- Permitted use: voice over use in connection with educational play, theatrical production, public show, dance performances or other movement performance
 - Prohibited use: singing over the music, adding instrumental and/or vocal parts over the existing music.
- k. Jingle
- Permitted use: intro to a YouTube video, Podcast, Audiobook, radio show
- l. Sync Licensing for National/International TV/Radio/Advertising
- Permitted use:
 - o Linear television: TV programs, films, feature films, TV/Radio Broadcasting, IPTV, cablecast, satellite television
 - o VOD, streaming and downloads: online series, DVD productions, Cinema, VOD (Netflix), iTunes, Hulu, Facebook Watch, fitness or health VOD services, OTT, AVOD, FVOD and SVOD services
 - o Advertising: synching the Royalty-Free Music for advertisements and commercials via Linear television, VOD, streaming or downloads
- m. Sound Logos and custom compositions
- Permitted use: unlimited use (taking into account correct crediting of The Wong Janice).

4.3 What you can and cannot do with the purchased Royalty-Free Music

The Wong Janice wants you to enjoy the music that was created with love and passion. There are some uses or actions that are not allowed. Please carefully read the instructions below. If you have doubts, please contact us.

What you can do:

- a. You are allowed to edit the Royalty-Free Music for purely technical reasons and to fit the Royalty-Free Music to your desired application for your Content. In this respect you are allowed to loop, cut, apply fades and/or transitions to fit the audio to your Content.
- b. You are allowed to give third parties (such as streaming video and streaming audio platforms, social media platforms or app stores) permission to upload, release and distribute your Content which includes the Royalty-Free Music. Other forms of sublicensing are not permitted.
- c. You are allowed to monetize Your Content provided that The Wong Janice is correctly credited as composer and performer (see Clause 5).

What you can't do:

- d. You are not allowed to register the compositions nor the recordings as your own at a collective rights' management organisation.
- e. The copyright and neighbouring rights are solely owned by The Wong Janice. You are under no circumstance allowed to sublicense such rights to a third party or allow third parties to claim the publisher's or phonogram producer (master rights) share.
- f. You are strictly prohibited to publish and/or to reproduce including but not limited to the following actions: to modify, duplicate, publish, adapt, copy, sell, offer, make available, replicate, plagiarize, make compilations, sample, use in interpolations, use in replays, rework or rearrange, remix, release the Royalty-Free Music or a derivative thereof under your own name, reproduce, in any form, decompile, or otherwise extract Products and/or source code from the Website or the Royalty-Free Music.
- g. You are not allowed to create derivative works, transformative works, plagiarize, rip the audio, sample, interpolate, mash-up, create sound-alikes, of the Royalty-Free Music.
- h. It is illegal and it may constitute a criminal offense to circumvent, modify or delete safety and technological measures which are used by The Wong Janice to protect the Royalty-Free Music and the Rights vested in it. You are not allowed to copy, modify, decompile, or debug the Royalty-Free Music or to reverse engineer the Royalty-Free Music or instruct another party to do so. You will be held liable for any unauthorized use of the Royalty-Free Music by Yourself or other parties.
- i. You warrant and represent that the Royalty-Free Music will not be used in Content that is in any way unlawful, infringing on third parties' rights or in any other way unauthorized or illegal including but not limited to content which is extremely violent, discriminatory, immoral, racist, hateful, insulting, sexual, containing or encouraging any kind of abuse, violence, use of weapons, pornographic. You shall be solely responsible and fully liable for compliance with the applicable rules, regulations, and laws. You cannot in any circumstance misuse or tarnish The Wong Janice's name in any way. The Wong Janice is allowed- at her sole discretion – to request a take-down

of your Content if The Wong Janice deems your Content in violation of this article. In case of a take-down by either TWJ or a third party, You are not entitled to a refund. Please be aware that unlawful behaviour and actions can lead to liability and other claims, including from The Wong Janice. Therefore, We urge you to be sensible and respectful at all times.

Clause 5. Crediting of The Wong Janice

5.1 If you use and publish your Content which contains Royalty-Free Music of The Wong Janice, you warrant and represent that The Wong Janice will be adequately and correctly credited as composer and performer. The credit shall be as follows and insofar as reasonably possible and fitting for the type of content. The URL will, if possible, be displayed as a hyperlink to <https://thewongjanice.com>

[Track name] composed and performed by The Wong Janice; licensed from <https://thewongjanice.com>.

5.2 If the content allows, please tag the following social media accounts:
@thewongjanice

If a tag is practically not possible, please hyperlink to The Wong Janice's account, pages or websites.

Clause 6. Rights

6.1 The Wong Janice is and remains the sole owner of all intellectual property rights in the Royalty-Free Music including but not limited to copyright, neighbouring rights and moral rights. Any unauthorized use of the Royalty-Free Music is an unlawful act and gives The Wong Janice the right to seek all remedies including but not limited to claiming injunctive relief, claiming damages including but not limited to attorney fees. Please also see the relevant clauses in The Wong Janice's Terms & Conditions.

6.2 You warrant and represent that your use of the Royalty-Free Music and/or exploitation of any Content under this License:

- a. does not infringe upon third party rights including but not limited to a third party's intellectual property rights including but not limited to copyright, neighbouring rights, moral rights or is unlawful in any other way;
- b. at all times you will comply with the applicable and relevant laws, regulations, norms, guidelines of parties, platforms and purposes for your Content is used.

Clause 7. Limitation of Liability, indemnification, and confidentiality

7.1. Please revert to the relevant clause in the Terms & Conditions with regards to warranties, liabilities, indemnifications and confidentiality.

7.2 You agree to fully indemnify and fully hold harmless TWJ, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, fines, controversies, disputes, demands, counts, causes of action, damages, costs, penalties and other expenses, including all and full attorney's fees ("Liabilities"), arising out of or in connection with the use or misuse of the Royalty Free Music, violation of this License, breach of any guarantees, warranties or representations in this agreement, or infringement of third-party's rights including but not limited to intellectual property rights, wilful misconduct and/or neglect, use or exploitation of your Content. You will reimburse TWJ promptly and fully for any and all Liabilities made, suffered or incurred by TWJ, to which this indemnity applies.

Clause 8. Notices

8.1 Any notice or other formal communication to be given under this Agreement shall be, in order to be effective, in writing (which may include email), signed by You, and may be served by leaving it or sending it to:
The Wong Janice
hello@thewongjanice.com

8.2 Any notice or other formal communication sent via the methods indicated below are considered to have been received by the addressees at the following moments, if sent by:

- a. registered letter: on the date stated on the proof of receipt
- b. courier: at the moment of issue to the addressee by the courier; and
- c. email of which the receipt is automatically confirmed: on the date on which the confirmation has been sent.

Clause 9. Processing of Personal Data

9.1 You agree and acknowledge that The Wong Janice is allowed to process and store Your Personal Data in order to provide, support, improve The Wong Janice's products and services and to fulfil the obligations under this Agreement.

Clause 10. Miscellaneous

- 10.1 In case any part of this License is declared legally invalid, this shall not affect the validity of the whole of the License. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 10.2 This License and all legal relationships between Parties resulting thereof shall be governed by and construed in accordance with the law of the Netherlands ("Nederlands Recht").
- 10.3 Any and all dispute arising from or regarding this License (including but not limited to claims based on tort) or further agreements resulting therefrom will be submitted to the competent Dutch court in Amsterdam (the Netherlands) or – depending on your location and solely at the discretion of TWJ- through international arbitration under the Rules of Arbitration of the International Chamber of Commerce in Paris at a competent institution, by one arbitrator appointed in accordance with the said Rules. The languages of the proceedings will be English and Dutch. The applicable law will be Dutch law only.
