

Platinum License Agreement

By downloading the beat, you accept these terms and conditions and this shall serve as a contract between Alexander Fraser trading as SmoothBeatsOnly.com (hereafter "Licensor") and You (hereafter "You") which may be legally enforced against both parties.

Definitions and background information:

A) "Beat" refers to the musical work known as "Beat Name" as originally created by the Licensor.

B) "New Work" as used here refers to a version of the Beat that has been transformed into a derivative work by the addition of a vocal performance (song.)

C) This License grants You these 2 uses:

1) "Distribution": To distribute the New Work via physical means (CDs, Vinyl, etc. . .) and digitally (i.e. through iTunes®, Soundcloud, YouTube, etc. . .) for commercial use and profit.

2) "Synchronization": You may synchronize the Beat in time-relation with images in a motion picture, video, film or any other visual media.

D) For clarification, a Beat licensed for Distribution must be transformed into a derivative New Work before Distribution. A Beat licensed for Synchronization does not need to be turned into a New Work.

When downloading the Beat from SmoothBeatsOnly.Com for Distribution or Synchronization, you agree to the following:

1) License: You are being granted a license (permission) to distribute and synchronize the Beat pursuant to the guidelines below. **From the time the license is granted, the Licensor no longer has the right to license the Beat to others and the Beat shall be removed from the Smoothbeatonly website.** The worldwide copyright of the composition and recording of such Beat remains 100% the property of the Licensor.

Your license grants you the following rights:

a) Modification of the Beat: You may make unlimited derivatives of the Beat (e.g. by adding vocals and harmonies), referred to as the "New Work." You may not assign, transfer, or sub-license your rights in the Beat to any other person or entity, but you may sub-license the distribution rights to the New Work to music distributors as further described in subparagraph (c) below.

b) Ownership of the New Work: You will own solely your contributions to the New Work. The Licensor retains ownership of the underlying Beat. Your contribution to the New Work must be original and sufficiently distinctive.

c) Commercial Exploitation of the New Work: You shall have the worldwide right to (i) reproduce (copy), and (ii) distribute an unlimited number of physical and digital units combined of the New Work, as well as the right to sub license the foregoing (i.e. to a distributor).

d) Synchronization: You shall have the worldwide right to to (i) synchronize the Beat in time-relation with images in a motion picture, television show, student film, short film, slide show, video game, or any other visual media (hereafter the "Video") i.e. as background music for a scene, commercial, etc. . and to (ii) reproduce (copy) and distribute unlimited number of physical and digital units of such Video in any format (i.e. VHS, DVD, flash memory,online), as well as the right to sub license the foregoing (i.e. to a distributor).

e) Public Performance of the New Work: You shall have the worldwide right to publicly perform the New Work.

Royalties

2) Licensor will not receive any Royalty payments for distribution, commercial exploitation, performance or synchronization of the New Work.

3) Our Warranties and Representations: Licensor Warrants and Represents that the Beat will be (i) 100% original and will not infringe the rights of any other person or entity, (ii) non-defamatory and not legally obscene, and (iii) in a technically satisfactory condition in keeping with normal digital delivery standards.