## MUSIC USE LICENSE

THIS LICENSING AGREEMENT GOVERNS THE TERMS BY WHICH YOU MAY DOWNLOAD, STREAM AND USE THE MUSIC AVAILABLE FOR ROYALTY FREE LICENSING AT OLLIEBEANZ.COM.

This license may change and/or be updated at any time under the sole discretion of the Artist known as Ollie Beanz.

This agreement is between Ollie Beanz also known as "the Artist" and any person that uses the Artist's music also known as a "User" from the website <u>https://olliebeanz.com</u>.

BY EXERCISING ANY RIGHTS TO OR USING THE WORK(S) HEREIN PROVIDED IN ANY MANNER, YOU AGREE TO BE BOUND BY THIS LICENSE.

- You are granted a non-exclusive, royalty-free, non-transferable, non-assignable license to use, copy, publicly perform and display, synchronize with video, the Artist's music which are made available for you to download via Ollie Beanz's G-Drive(Google Drive) on olliebeanz.com and the Ollie Beanz Discord Server.
- 2. By streaming, downloading and/or using the Artist's music in ANY manner you are agreeing to the terms and conditions of this license.
- 3. The Artist's music and sound recordings may only be used in connection and synchronization with your videos on your own Twitch, YouTube, Facebook Gaming or similar channels.
- 4. In order to use the Artist's music in tv shows, movies and/or video games please contact Ollie Beanz on the Ollie Beanz Discord Server to discuss a license for those mediums.
- 5. When using the Artist's music, you should provide the name of the author, title of the Artist's music and the URL associated with the Artist's music. i.e. Music by <u>https://olliebeanz.com/music</u> when it is reasonable to do so.
- 6. THE ARTIST OFFERS THE PROPERTY AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PROPERTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF DEFECTS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO USER. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL ARTIST BE LIABLE TO USER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE PROPERTY.
- 7. The Artist represents, and warrants that the Artist has the necessary licenses, rights, consents, and permissions to grant the rights herein and that User's use of the Property will not infringe any third-party rights. User affirms that he/she is either more than eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and is fully able and

competent to enter into this License. In any case, User affirms that he/she is over the age of 13, as this website is not intended for children under 14.

## **RESTRICTIONS AND LIMITATIONS**

Each music track is licensed to you for specific use, not sold. The license does not transfer the copyright of my music to you.

The license expressly forbids resale, re-licensing, or other distribution of the Artist's music, either as is, or any modification thereof.

You cannot Claim the Artist's music as your own.

You cannot Register the Artist's music in any store/platform.

You cannot use the Artist's music for AudioBooks.

You cannot make music, song, or remix with the Artist's music.

You cannot sublicense the Artist's music or assign this License to any other person or entity.

You cannot make available, reproduce, distribute, resell, or perform, the Artist's music separately from the User Content into which the Property has been incorporated (e.g., standalone distribution, performance, sale or reproduction of the Property is expressly prohibited).

You cannot use the Artist's music in connection with fraudulent or defamatory content.

You cannot use the Artist's music in connection with pornographic or illegal images, sounds, or content.

You cannot register the Artist's music with YouTube's Content ID, Audible Magic, Facebook Rights Manager or any similar content monetization system.

All rights not expressly granted by the Artist in this license are hereby reserved.

## LIMITATION OF LIABILITY

You acknowledge and agree that you are solely liable for any use of the Artist's content and that Ollie Beanz will not be liable for any damages, incidental, including damages for loss of revenue, data, profits, reputation incurred by you or any third party consequent of the use of the Artist's music.