

# Terms & Conditions

## (1) FREE DOWNLOADS

– Free downloads of any beat produced by ‘Kollaborator Productions (Dondiel Smith)’ do not include any artistic, commercial, profitable or legislative rights to the beat. Those versions are only for non-profitable use, meaning only for demonstrational tracks. You are allowed to upload tracks (recorded over free downloaded beats) on internet pages like Reverbnation, Soundcloud, Facebook, Soundclick or Youtube, etc. When being uploaded or presented (for demonstrational use only!), credit always has to be given in a written form to ‘Kollaborator Productions’ in the song description or song title). You are allowed to put the track on a free mixtape if it is for promotional use only and strictly for non-profitable purpose. If you want to put your song on an album, or manufacture physical copies, or sell your music in any form, you need to purchase at least a leasing license or higher license which is appropriate for your needs. The meaning of free downloads is to do a song for yourself, to do first pre-recordings and to see if the song works out well and is worth to make investments in one of the license types. No DVD-, no CD-, no TV-, no radio-streams or airplay allowed! No monetization of videos or any form of audio allowed. Furthermore it is not allowed to make any changes to the beat or remove any of the used tags or blend out parts of the beat (beat-drops). Copying, distributing, uploading or ripping any audio material (e.g. beat, tag, sounds, instruments, drums, etc.) in any form other than allowed in this agreement is strictly prohibited and will not be tolerated at any time! Downloading a tagged beat does not reserve rights to the beat for any form of future licensing. The person disobeying these rules will likely face a law suit for copyright infringement.

## (2) BASIC LEASING RIGHTS

– Also known as non-exclusive rights, purchasing a leasing license grants the customer limited artistic, commercial and legislative rights to the corresponding beat(s) for one single profitable/commercial use (e.g. album, EP, single or mix-tape) on any physical or digital medium such as CDs, DVDs, Blu-ray Discs, LPs, Cassettes, USB-Sticks or digital sales (e.g. iTunes, google-play, etc.) with a circulation of up to 5,000 sales units, all royalty-free. If this point of sale is reached and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade (if the beat has not yet been sold with exclusive rights and is still available). If the beat is no longer available and offered for any form of licensing and/or marked as sold, license owners of any type of non-exclusive rights may upgrade their current license to the highest available non-exclusive license such as a professional lease, etc. If exclusive rights are no longer available, this does not affect license owners from being allowed to upgrade their non-exclusive license(s) to the highest form of non-exclusive license(s). Once Licensee has reached the allowed number of sales and any other limits concerning his license agreement, no more sales can be made after the sales cap is reached. Licensee expressly agrees to remove his song from any marketplaces, stores, etc. to avoid the song from being sold or monetized continuously. A leasing license (non-exclusive) comes as a mixed, tag-free WAV-file, MP3-file and a contract/invoice, stating the rights of use and details of purchase. A beat can be leased to more than one person at the same time until exclusive rights are sold to the beat. Once a beat has been sold with exclusive rights, it will no longer be available for any kind of leasing and licensing, except for upgrading previously sold non-exclusive licenses to a higher non-exclusive license. Previous leasing/non-exclusive rights that have been sold before the beat is sold exclusively are not affected and stay valid until the applicable sales cap has been reached. Leasing a beat does not make the licensee the sole owner of the beat, nor does it give the licensee any administrative rights to the beat concerning

legal actions against other license owners or anyone using any of the compositions offered by Kollaborator Productions (Kollaborator Productions, kpbeats.com). The licensee is not allowed to get profitable radio-, video- or television-airplay or to perform the song on commercial/profitable shows with a leasing rights license. For this purpose licensee must own exclusive rights to the beat or a higher non-exclusive license such as 'premium leasing rights', 'extended premium leasing rights' or 'professional leasing rights', depending on which type of use he wants to market and distribute the song(s) over the beat(s). The licensor expressly forbids re-sale or any other distribution of the producer's compositions, either as they exist or any modification thereof. You (the licensee) cannot sell, loan, rent, lease, assign, remix, re-arrange, remove any melodies, instruments, drum programming or transfer all or any of the products sold or the corresponding rights to another person or third party (example – Record Label, another production company, another producer, another artist), or for use in any competitive product. This excludes companies the licensee holds at least 50% of ownership. The licensee understands that the licensor maintains 100% copyright and ownership of the original instrumental composition. Licensee cannot use any beat compositions as background element in TV, Film and DVD / computer game projects without obtaining written consent and a separate license agreement. Licensee must include on all productions and products the producer's name (Kollaborator Productions). Licensee agrees to display the producer's name in all physical media or within web presentation of a portion (e.g. pre-listening) or sum of the original instrumental composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, LP's, Cards, etc. (Example credits: 'Beat prod. by Kollaborator Productions (Dondiel Smith)' or 'Music produced by Kollaborator Productions (kpbeats.com)' ... Music © 2017. All rights reserved; used under license. Any displayed or downloadable MP3 files must include 'Beat by Kollaborator Productions' within the file name. Furthermore, BASIC LEASING RIGHTS are subject to registrations in points (7) – (12).

### **(3) PREMIUM LEASING RIGHTS**

– Same restrictions as in point (2) BASIC LEASING RIGHTS, but including the following differences: A premium lease comes as a mixed tag-free WAV-file, tag-free MP3-file and the corresponding separate track-lines in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Instead of an allowed circulation of up to 5,000 sales units for BASIC LEASING RIGHTS, PREMIUM LEASING RIGHTS allow up to 10,000 total sales units. Besides these allowed sales units (physical or digital song sales) which count as 1 profitable project, the customer/licensee is allowed to use the beat(s) for 1 further profitable project, either for public performances such as profitable live shows, or for monetized (profitable) videos (e.g. YouTube, etc.). Licensee is allowed to earn up to \$1000 in total through either live shows or monetized videos. Licensee may not split earnings for both types of public performances, only 1 type of public performance is allowed! Once licensee has reached the limit of his allowed sales units and allowed total earnings, and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade (if the beat has not yet been sold with exclusive rights and is still available). If the beat is no longer available and offered for any form of licensing and/or marked as sold, license owners of any type of non-exclusive rights may upgrade their current license to the highest available non-exclusive license such as a professional lease, etc. If exclusive rights are no longer available, this does not affect license owners from being allowed to upgrade their non-exclusive license(s) to the highest form of non-exclusive license(s). Once Licensee has reached the allowed number of sales and any other limits concerning his license agreement, no more sales can be made after the sales cap is reached. Licensee expressly agrees to remove his song from any marketplaces, stores, etc. to avoid the song from being sold or monetized continuously. All other terms listed in point (2) BASIC LEASING RIGHTS, which are not included in this point (3) in changed form

or as an addition, count as general non-exclusive rights terms that are legally valid and relevant for Premium Leasing Rights. Furthermore, PREMIUM LEASING RIGHTS are subject to registrations in points (7) – (12).

#### **(4) UNLIMITED LEASING RIGHTS**

– Same restrictions as in point (2) BASIC LEASING RIGHTS and point (3) PREMIUM LEASING RIGHTS, but including the following differences: Unlimited Leasing Rights come as a mixed tag-free WAV-file, tag-free MP3-file and the corresponding separate track-lines in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Instead of an allowed circulation of up to 10,000 sales units for PREMIUM LEASING RIGHTS, Unlimited Leasing Rights allow unlimited total sales units. Besides these allowed sales units (physical or digital song sales) which count as 1 profitable project, the customer/licensee is allowed to use the beat(s) for 3 further profitable projects. Licensee may use beat composition(s) in song(s), used in public performances such as both profitable live shows and monetized (profitable) videos (e.g. YouTube, etc.), as well as profitable TV- and Radio-Airplay or video/audio streams. Licensee is allowed to earn up to \$5000 in total through public performances such as live shows or monetized videos. Licensee may split earnings for both types of public performances and decide himself how he wants to use his total earnings limit for the 2 types of public performances that are allowed! If licensee decides to not sell his song under use of the allowed sales units as 1 profitable project, licensee may instead double his allowed total earnings limit for public performances that is defined in his license (this results in \$10000 total earnings for Unlimited Leasing Rights through public performances). In this case Licensee waives his rights to sell his music as physical or digital copies, under the allowed sales cap which is 10000 units for Premium Leasing Rights. In terms of TV-, radio-airplay or video/audio streams, licensee is allowed to have his song played on rotation on 2 stations total, either radio stations, TV-stations or stream-based services such as Spotify or digital internet radio-stations. Licensee is allowed to earn \$10000 in total through these allowed rotations, besides his allowed sales limits for song sales and/or public performances such as live shows or monetized videos. If licensee reaches his sales limit allowed for rotations/streams, he needs to upgrade his license to exclusive rights, if still available. If exclusive rights are no longer available to the beat(s), licensee needs to report further earnings to licensor (exceeding his allowed sales/earnings limit for rotations/streams) and pay out 50% of all further earnings, made through rotations/streams, to licensor via PayPal or bank-transfer, as soon as credited to licensee's bank account or PayPal account. Licensor at this point maintains the exclusive, worldwide, and unlimited right, to dis-allow further distribution, in form of rotations/streams, at his sole discretion. Once licensee has reached the limit of his allowed sales units and allowed total earnings, and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade (if the beat has not yet been sold with exclusive rights and is still available). If the beat is no longer available and offered for any form of licensing and/or marked as sold, license owners of any type of non-exclusive rights may upgrade their current license to the highest available non-exclusive license (if higher license is available). If exclusive rights are no longer available, this does not affect license owners from being allowed to upgrade their non-exclusive license(s) to the highest form of non-exclusive license(s). Once Licensee has reached the allowed number of sales and any other limits concerning his license agreement, no more sales can be made after the sales cap is reached. Licensee expressly agrees to remove his song from any marketplaces, stores, etc. to avoid the song from being sold or monetized continuously. All other terms listed in point (2) BASIC LEASING RIGHTS, point (3) PREMIUM LEASING RIGHTS and point (4) in changed form or as an addition, count as general non-exclusive rights terms that are legally valid and relevant for Professional Leasing Rights. Furthermore, UNLIMITED LEASING RIGHTS are subject to registrations in points (7) – (12).

## **(5) EXCLUSIVE RIGHTS**

– The purchase of exclusive rights grants the customer full artistic and commercial rights to the purchased beat. There is no sales cap related to exclusive rights. An exclusive rights purchase comes as a mixed tag-free WAV-file, a mixed MP3-file and the corresponding separate in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Once a beat has been sold with exclusive rights, it will no longer be available for any kind of future sale/licensing. Previous leasing rights being sold before the beat has been sold exclusively are not affected hereby and stay valid until the sales cap has been reached. License owners of non-exclusive rights may upgrade their current non-exclusive license to a higher non-exclusive license (if available). It is therefore possible that a beat has been leased several times before exclusive rights are sold. Once exclusive rights are sold, the beat(s) will be marked as ‘sold’ and any possible download and licensing option will be removed. Upon request, a sold beat may be removed from any website and marketing space where it has been offered for sale by the licensor, if licensor agrees to. This excludes demonstrational videos (e.g. YouTube, etc.) or demonstrational audio material used in intros, animations or as background music. Licensee is not allowed, nor has the authority; to dis-allow/forbid other non-exclusive license-owners any use of the beat-composition(s) for commercial/profitable purpose or take legal actions against non-exclusive license owners. The licensor expressly forbids re-sale or other distribution of the producer’s beat-composition, either as they exist or any modifications thereof for use in any competitive product, nor can licensee transfer his rights to the beat-composition to a third party if it’s not a full song with artist’s/licensee’s own vocals or at least lyrics. Licensee is allowed to sell his song over the beat-composition without any sales limitation or sales cap, worldwide and throughout the universe, without terminability, in any commercial/profitable form, and/or transfer the rights to his song over the beat, to another party such as Record Labels, another production company and another artist, but never the rights to the beat-composition itself for a standalone beat-composition product. The licensee understands that the licensor maintains 100% copyright and ownership of the original instrumental composition and that licensee buys exclusive sales rights and rights of use to the beat-composition(s) but not the intellectual property itself. This is necessary and entitles licensor to maintain the administrative and legislative rights to the beat-composition, in order to be able to ensure non-exclusive license owners administrative guidance and license-warranties. Licensee can use song(s) over beat compositions as background element in TV, Film and DVD / computer game projects without obtaining written consent and/or another license agreement. Licensee must include on all productions, products and any medium the producer’s name (Kollaborator Productions). Licensee agrees to display the producer’s name in all physical media or within web presentation of a portion (e.g. pre-listening) or sum of the original instrumental composition that is being licensed in this agreement. Including but not limited to CD’s, CD covers, Booklets, Cassette tapes, LP’s, Cards, Cases, Boxes, etc. (Example credits: ‘Beat prod. by Kollaborator Productions (Dondiel Smith)’ or ‘Music or Beat produced by Kollaborator Productions (kpbeats.com)’ ... Music © 2017 All rights reserved; used under license. Any displayed or downloadable files such as MP3-files must include ‘Beat by Kollaborator Productions’ within the file name. Furthermore, EXCLUSIVE RIGHTS are subject to registrations in point (7) – point (13).

## **(6) CUSTOM BEATS / REMIX PRODUCTION**

– As Kollaborator Productions (Dondiel Smith) also offers Custom Beat Production or Remix Production, these kind of production works are treated similar to exclusive rights and come with the same rights and restrictions, as defined and listed in point (5) for exclusive rights licenses, with the following exceptions/additions/changes: Beat-Compositions that are sold as ‘Custom Beats’ or ‘Custom Production’ have never been displayed, played or distributed publicly and are solely created

for the customer/licensee and sold to the customer/licensee, never have been sold as non-exclusive rights before to a third party and will not be sold or offered for sale anytime, except if licensee/customer doesn't keep up with his payment- and transaction-obligations. Licensee/Customer acknowledges that Kollaborator Productions (Dondiel Smith) is not responsible, nor liable/amenable, for any legal issues, caused by using any material (e.g. sound recordings, samples, loops, etc.), customer/licensee wants Kollaborator Productions (Dondiel Smith) to use and incorporate in the concerned 'custom beat'/'custom production' or 'remix production'. For a custom beat production, Kollaborator Productions (Dondiel Smith) requires ½ (one half) of the total agreed amount/price to be paid up front. After discussing ideas and customer's/licensee's wishes for the 'custom beat' or 'remix production', customer/licensee will receive first sample to the 'custom beat' sound recording within 72 business hours as a tagged demo file in low quality MP3-format, sent via e-mail. After discussing further ideas and customer's/licensee's wishes for any changes/additions to the 'custom beat', Kollaborator Productions (Dondiel Smith) will continue working on the beat until customer/licensee is fully satisfied with the results. Once finished, after customer's/licensee's verbal or written approval (via e-mail, phone, skype, etc.), licensee/customer will receive full untagged beat, including tracked out files, mixed WAV-file and MP3-file + license-agreement/receipt, within 24 business hours after final payment, 2/2 (2nd half), has been paid off. If customer/licensee does not keep up with his payment rates, dates, or any other duties related to the transaction, etc., Kollaborator Productions (Dondiel Smith) has the right to use the custom beat as product/beat-composition for public licensing, in any form, or for own projects, at his sole discretion. Customer/licensee will then keep a professional lease to the concerned beat(s) or lower/higher non-exclusive license, in case the payment(s) he made already, cover at least the amount necessary for this type of license! Furthermore, Kollaborator Productions (Dondiel Smith) will always have the exclusive and unlimited right to cancel the 'custom beat production' or 'remix production' at any time, by sending customer/licensee a refund of the amount customer/licensee has paid for the beat. Customer/licensee will then keep a professional lease or lower/higher non-exclusive license to the concerned beat(s), in case the payment(s) he made already, cover at least the amount necessary for this type of license! Furthermore, 'Custom Beats' and 'remix productions' are subject to registrations in point (7) – point (12).

## **(7) CREDIT AGREEMENT**

– Credit must always be given to 'Kollaborator Productions (Dondiel Smith)' in written form, for example 'Kollaborator Productions (kpbeats.com)'. By making a purchase of any kind or downloading demo beats, tagged beats, etc. or any similar content, the customer declares that he will give credit to the producer where possible in a written form (cd cover/booklet, song or video descriptions, YouTube videos, file-names, mixtapes, albums, singles, remixes, social network pages such as Facebook, music sites such as soundcloud, reverbnation, etc.). Proper credit is given as follows: (Example credits: 'Beat prod. by Kollaborator Productions (Dondiel Smith)' or 'Beat by Kollaborator Productions (kpbeats.com )' ... Music © 2017 All rights reserved; used under license. Any displayed or downloadable files such as mp3s, wav files, etc. must include 'Kollaborator Productions' within the file name. If beat-composition(s) and/or licensed material contain(s) any pre-recorded and mixed/embedded hook(s) (also known as chorus) by an artist (singer/rapper), the name of the artist is listed and can be found in the filename(s) or purchased items and on our website. If there is doubt about an artist's name, you, the licensee or person entering into this agreement bound to the terms and conditions, has the responsibility to contact us for this information. In case a beat-composition contains such (a) hook(s), all credit as needed for 'Kollaborator Productions (Dondiel Smith)' is also needed to be given in written form as follows ('Hook by Artistname' or 'featuring Artistname'). All hooks come royalty free as Kollaborator Productions (Dondiel Smith) owns full commercial/profitable rights to them. Beats with hooks being displayed as 'instrumentals wth hooks' are treated just like all other beat-

compositions in regards of licensing and registrations in the terms & conditions. All artists that may be appearing on beats and performing hooks have been paid upfront for their work as ‘work for hire’ and are legally qualified to enter into this agreement without further agreement(s). No further license documentation by Kollaborator Productions (Dondiel Smith) is required for proof of legal correctness.

## **(8) PAYMENTS**

– Kollaborator Productions (Dondiel Smith) accepts PayPal, Major Credit Card Payments, Western Union and Bank transfers. All payments are to be paid or are paid upfront before delivery of the product. E.g. this means at the same time that services or products by Kollaborator Productions (Dondiel Smith) will only be delivered after receiving the payment(s), never upfront. Payments that are still pending and not being credited yet need to be credited first before delivery! Payment plans for services and products, can be set up individually. A verbal or written separate individual agreement therefore is necessary. Payment plans can vary from 2-12 payment steps, at least ¼ of the total price of the service(s)/product(s) needs to be paid upfront as a down-payment. If the customer does not fulfil his/her payment-plan obligations and does not complete the payment plan or keep up with the agreed payment rates and dates, there will be no refund of any payments made, due to the administrative work and possible financial losses. The beat will become available again for sale and the customer will keep an extended premium lease or professional lease to the concerned beat(s), in case the payment(s) he/she made cover at least the amount necessary for this type of license! Beats that are being paid with payment plans will be put and marked ‘on hold’ on our website(s) and marketplaces, and may no longer be sold with exclusive rights, but may still be leased to multiple customers at the same time until the last payment step of the payment plan has been completed and the total amount of all items/services/products has been paid off. In case of a money-refund by any of the parties, the issued contract becomes invalid. Payments that are in any form held, refunded, cancelled or incorrect, by any of the parties, result that the issued contract(s)/license agreement(s) and all of the granted rights therein become invalid and reversed.

## **(9) PUBLIC PERFORMANCES (Shows/Videos/Streams/Radio-and TV-airplay)**

– Public performances are ‘live shows’, ‘live video streams’, ‘videos’, ‘audio streams’, ‘radio airplay’, ‘tv airplay’ and ‘film music’ either as just music (standalone) or music in a movie, tv- or video-commercial, spot, etc. Non-profitable live performances or public performances (non-profitable live shows, non-profitable video streams, non-profitable audio streams) are allowed for any license type, without limitation in amount of performances. Profitable performances are only allowed with premium leasing rights, extended premium leasing rights, professional leasing rights and/or exclusive rights. See appropriate/specific license description and terms. The only license allowing unlimited public performances of any kind is exclusive rights. TV- and radio-airplay or streams are only allowed for professional leasing rights and/or exclusive rights. Profitable live shows or monetized videos are allowed for any license higher than standard leasing rights (see restrictions in points 2-7). All profitable public performances as well as allowed sales units, if applicable for license type, are royalty-free, this means licensee keeps 100% earnings/profits made – exception: rules for rotations/streams as defined in point (4) PREMIUM LEASING RIGHTS.

## **(10) YOUTUBE VIDEOS (Content ID)**

– The licensor maintains the unlimited, worldwide rights to register his beat-compositions with a content-ID program/institution such as AdRev, etc. (if you have questions about content ID or AdRev, please google ‘Content ID’ and ‘AdRev’) and be the sole administrator of YouTube rights using such a

content ID program. This is necessary and entitles licensor to maintain the administrative and legislative rights to the beat-composition, in order to be able to ensure non-exclusive and exclusive license owners administrative guidance and license-warranties. The main purpose is to stop people from stealing beats and using/monetizing them in videos without owning a license. What AdRev does is scan YouTube videos for audio material produced by Kollaborator Productions (Dondiel Smith) and automatically sends a copyright claim, which blocks your videos from monetization temporarily. Don't worry! This claim is more a notification and will NOT harm your channel or video, nor does it force you to take down the video(s), the only thing it does, is disable the monetization option temporarily. Your video will keep playing without any other limitations. Anyone using free downloads and tagged demo downloads in videos on YouTube can ignore this copyright notification as it doesn't stop your video from playing and monetization wouldn't be allowed for non-licensed beats at all (if monetization is desired, you can purchase a premium leasing rights license or higher if beat is still available). **IMPORTANT!** – All license owners need to send us their link(s) to their video(s) and details of purchase so we can put their video(s) on the whitelist and remove the copyright claim within 24 hours – please send details/links to: [kpbeats.com@gmail.com](mailto:kpbeats.com@gmail.com) including your full name, link to video(s) and/or email address used for purchase. This is the exact message you might receive: Due to a copyright claim, you are no longer monetizing the following YouTube video. It is still playable on YouTube, but the copyright owner could choose to show ads on it. It may therefore be possible that you receive a copyright claim on YouTube videos, even if you own a license. As listed above, please follow the instructions written in bold! Using a content ID program is the only way we can assure that only people with an appropriate beat-license are monetizing their videos rightfully and legally on YouTube. It also protects your videos from receiving fraudulent claims by third parties that claim to own the administrative rights to the beats. If you have any questions concerning this issue, feel free to contact us anytime via email and we will respond in 24 business hours.

## **(11) DELIVERY**

– Products, files and documents are delivered electronically via an automatic system if purchased via our instant delivery store, and also manually within a delivery time frame of 24 business hours if purchased any other way. All products, files and documents are delivered electronically via e-mail as download links, hosted through a file-sending service such as [sendspace.com](http://sendspace.com), license agreement(s) may be sent as attached pdf-file(s). No tangible/physical copies will be delivered via postal mail for non-exclusive rights licenses, upon request, we send tangible/physical copies in form of a printed license-agreement/receipt and a CD/DVD containing the files to the product(s) via postal mail, in case it's an exclusive rights purchase or custom beat production. Please check your spam and junk folders if you don't find our e-mails in your inbox. Make sure you don't block pop-up windows in your browser or links in your email provider/software. If links are not clickable, copy and paste the link(s) in the address bar of your browser. If you experience any issues with download links, please try a different browser or computer/device. Most mobile phones and devices are not capable of downloading and saving files, in order to download the files/documents properly, please use a desktop computer such as a PC, Mac, Laptop or Macbook.

## **(12) GENERAL TERMS AND CONDITIONS**

– The license agreement(s) do not need to be signed by the customer(s)/licensee(s) and automatically become legally valid and active with purchase (payment needs to be fully credited) and receipt of purchased items. As displayed on our website, customer automatically agrees to all registrations/content that are listed in the terms & conditions, and enters this agreement with purchase. By making a payment, the customer (licensee) declares that he is fully aware of the entire content listed

in the terms and conditions, he fully accepts and agrees to them. Full Terms are listed on our official web-page <http://kpbeats.com/terms-conditions> and in form of buttons located on our official soundclick page. In case of possible changes in any of the listed points, or should one point become invalid or adjusted, all other points in the the terms and conditions stay unaffected and are still valid. Previously sold licenses and granted rights stay unaffected by future changes to the terms and conditions. Kollaborator Productions (Dondiel Smith) has the legal right, but never the duty, to re-buy exclusive rights from the current exclusive rights license holder, for any amount of money, if the exclusive rights license holder agrees to it and wants to re-sell his exclusive rights back to the licensor. Interested parties, customers/clients, and licensees/license holders have the full responsibility to read the terms and conditions before making a purchase, and check for updates and/or changes in the terms and conditions on our website <http://kpbeats.com/> and <http://kpbeats.com/terms-conditions>. Kollaborator Productions (Dondiel Smith) is not obliged for addressing any changes in the terms and conditions publicly at any time or in any form. If a beat contains sampled material, the sample-clearing of itself needs to be done by the customer(s)/licensee(s), never by Kollaborator Productions (Dondiel Smith). The customer(s)/licensee(s) understand(s) that they are responsible for clearing all samples that they choose to use and that the licensor cannot and will not be held liable for the misuse of any sampled material that the licensee uses in conjunction with the original instrumental composition that is being licensed in this agreement. The licensee(s) understand(s) and accept(s) that he/they only paid for the production work of the producer. The licensor does not claim to have/own any rights on any sampled material. Under no circumstances is a customer/licensee allowed to re-sell the beat itself or any modifications thereof, nor transfer the rights to the beat composition in any form to a third party, except for what is listed in the applicable license descriptions (specifically point 2-6 and all other restrictions). Rights that are given to a customer are not transferable and non-refundable, if a customer/licensee features another or other artist(s), not listed as license holders in his license agreement by date of purchase, the issued rights to the beat-composition for use in licensee's/customer's song(s), featuring the concerned artist(s), are non-transferrable to other's and non-splittable, for any kind of non-exclusive license(s) and remain bound strictly and solely to customer/licensee. Exclusive Rights license owners may split rights, transfer rights or share rights to the beat-composition in use of their song(s), by setting up an individual written agreement which needs licensor's approval at his sole discretion in signed form. If any additional license agreement(s), new license agreement(s), or changes to (a) current license agreement(s), or any concerned additions/adjustments, etc. are desired, license agreement(s) or contract(s) must include these terms and conditions and refer to the points/content, listed in these terms and conditions in order to blend in with all required and necessary information/registrations for any license type, warranties, and general terms and conditions. All orders are final and cannot be changed/alterd/adjusted/refunded afterwards, without licensor's approval. No matter if exclusive rights or any other licenses are sold to a beat, Kollaborator Productions (Dondiel Smith) will always be allowed to use that beat for own promotional uses, without limitation, worldwide and throughout the universe, without terminability. Therefore all beats sold exclusively may stay on the webpage or any websites and marketplaces they were offered, if licensor decides to. Download and license/purchase options to exclusively sold beats (exclusive rights) will be removed and the beat will be marked as 'sold' and become unavailable for any form of future licensing, except for non-exclusive license upgrading as defined in point (2) – point (5) for active non-exclusive license owners. Customer(s)/Licensee(s) may edit/alter the length of a beat, mixing/mastering of a beat (use of effects, change of volumes/levels, etc.), and general modifications, such as structure of instrumentation (separate track lines), as they see fit, as long as they own a license to the beat and do not change the sound-structure of the beat itself, so that the beat becomes unrecognizable (e.g. only using drums or only using less than 70% of the entire sounds/instruments included in the original beat composition). It is also not allowed to use any parts, melodies, instruments, sounds, drum arrangements, etc. of the original instrumental composition for use in other compositions in a competitive product (for example:

remixes or sampled music/beats) without written consent and licensor's approval. Remixes using any material of the original beat composition, or musical versions covering the original beat composition, played with live instruments (orchestra, band, etc.) are only allowed for professional leasing rights license owners (non-profitable use or as defined in their public performance rights specifications) or for exclusive rights license owners (unlimited profitable use), in both cases only with written consent or a verbal agreement and licensor's approval. After the delivery of the beat, Kollaborator Productions (Dondiel Smith) will be unbound of any further responsibilities and legal obligations to the customer(s)/licensee(s), and legally freed of any further duties. Musical Composition(s)/Beat(s) by Kollaborator Productions (Dondiel Smith) may NOT be uploaded on any website, marketplace or distributed in any form without his permission and written consent. Kollaborator Productions (Dondiel Smith) is not responsible for any other website(s), marketplace(s), companie(s) or person(s) claiming to sell his beats and owning rights to them, nor is Kollaborator Productions (Dondiel Smith) legally responsible, nor liable/amenable for any damage, harm, financial losses or legal issues, caused by anybody abusing, disregarding or disrespecting the listed terms and conditions. Anyone found to be abusing and violating these terms and conditions or any other legal aspect concerning Kollaborator Productions (Dondiel Smith) music, content, or physical and/or intellectual property, will likely face a law suit and criminal punishment and be held responsible for copyright infringement.

### **(13) DRUM KITS / SOUNDS**

– All products sold as ,drum-kits', ,drum-packs', ,drum-sounds', ,one-shots', ,sounds', ,sound-packs', ,libraries', ,expansions', ,plug-ins' etc. on our page are royalty free. This means that you buy the non-exclusive rights to use them freely in any sound/audio and/or audiovisual production without additional compensation to Kollaborator Productions (Dondiel Smith). You may not distribute, sell, assign, license or otherwise transfer any of the sounds or kits except as incorporated in a production. You may not distribute the sounds or loops without the production of music and/or vocal production added or provide instruction as to how to extract the sounds or loops from a production. There will be no refunds for drum-kits in case you don't like the sounds. All drum samples have been professionally processed and we always deliver high quality products. The demo sounds in the small sample package can be downloaded for free to check the quality and format of the files and can be used for any production purpose on any medium. You may not re-sell or distribute the free sample-drum-sounds in any form on any website. You may not distribute the sounds or loops, either in native format or reformatted, filtered, re-synthesized or otherwise edited for use as sounds, multi-sounds, samples, loops, multi-samples in a sampler, sample playback unit, web site, computer or other media.

### **(14) PRIVACY POLICY / DIGITAL DOWNLOAD POLICY / LIMITATION ON LIABILITY / TRADEMARKS AND COPYRIGHTS**

– We do not give out your information to anyone outside of our business and it is held privately on a secure server. We do not spam or overflow your inbox and will contact you between twice to four times a month with information regarding Kollaborator Productions. By signing up to our mailing list, purchasing an item from us or becoming a member, you acknowledge you are on our mailing list as a recipient of our news and updates. Of course you may opt out and unsubscribe our newsletter at any time without need of sending us a message. All of our purchases and business activity is handled through PayPal and their secure servers or through national/international banks or institutions. Kollaborator Productions (Dondiel Smith) does not see, use, or know your financial information and we never ask for it. Your information remains private, period. We are not responsible for any damages incurred by malicious attacks on the internet. All items marked for sale on this website and marketplaces we offer our products are for digital download only. We do not deliver any physical

goods to you for purchases. As a result, all sales on digital downloadable goods are final and we cannot offer a refund for something we cannot take back. In rare cases of duplicate purchases, or other rare circumstances, we will match what you paid with an item of equal or similar value. Every circumstance is different and will be dependent upon review on outcomes of the situation at hand. Kollaborator Productions (Dondiel Smith) and ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS AND CONTENT PROVIDERS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF Kollaborator Productions (Dondiel Smith) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Trademarks, service marks, logos, and copyrighted works appearing on this site are the property of Kollaborator Productions (Dondiel Smith) or the party that provided the trademarks, services marks, logos, and copyrighted work. Kollaborator Productions (Dondiel Smith) and any party that provided trademarks, service marks, logos, and copyrighted works retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this site. All contents of this website are: Copyright 2005-2017 Kollaborator Productions (Dondiel Smith). All rights reserved

### **Explanation of Keys (see terms, listed in points above for details)**

#### **Licensee(s)**

– Also referred to as ‘customer(s)’, ‘client(s)’, ‘artist(s)’, ‘license owner(s)’ or ‘license holder(s)’ means the person(s), company(ies), organization(s) and party(ies) that purchase(s) a product or license(s) from our website or marketplaces, which grants him/them/it rights to (a) beat-composition(s) produced by Kollaborator Productions (Dondiel Smith) Licensor: the licensor, also referred to as ‘the producer’, ‘the composer’, formerly known as ‘Kollaborator Productions (Dondiel Smith)’, ‘Kollaborator Productions’ and ‘KP Music’, is the rightful owner of copyrights and originator/owner of the intellectual property and all rights to the music, beat(s), beat-composition(s), instrumental(s) and original sound recording(s). The licensor sells rights to his music and products and is the first part in the cue of licensing. The licensor has the worldwide, unlimited legal right to enter into this agreement and sell rights to his music and licenses throughout the universe, without terminability and any restrictions.

#### **Beat-Composition(s)**

– Also referred to as ‘beat(s)’, ‘instrumental(s)’, ‘composition(s)’, ‘sound-recording(s)’, is the instrumental music that is being offered for sale, or being sold as a product in form of commercial/profitable rights of use and distribution, or offered freely, displayed, playing, embedded, and/or offered for sale or download on our website and any other audible way. Beat-Composition(s) are instrumental -music, -tracks, -compositions, -productions and -musical material produced and composed by Kollaborator Productions (Dondiel Smith)

License(s)– Also referred to as ‘license agreement’, ‘rights agreement’ or simply ‘agreement’ stands for the type of rights a licensee will be granted by making a purchase of one or multiple products offered for sale on our website(s) and/or marketplace(s). The individual types of licenses are specifically defined in point (2) – point (6) and are furthermore subject to registrations in point (7 – 12) in the Terms & Conditions.

**Product(s)**

– Also referred to as ‘item(s)’ or ‘goods’ stand for ‘license(s)’, ‘beat-composition(s)’, ‘drum-kit(s)’, ‘sound(s)’ or any ‘service(s)’ offered for sale or free download on our website(s) and/or marketplace(s).

**Non-Exclusive**

– Also referred to as, ‘non-exclusive rights’, ‘limited rights’, ‘leasing’ or ‘leasing rights’ stand for rights, licenses and/or products, that are not solely granted or sold to one single person/company/organization, but to multiple persons/companies/organizations at the same time. These ‘non-exclusive’ rights, licenses or products have more strict restrictions and limitations than exclusive rights, licenses or products, etc. ‘Non-exclusive’ rights, licenses or products are not restricted to the person, group, or area concerned. The term ‘non-exclusive’ means ‘not exclusive’.

**Exclusive**

– Also referred to as, ‘exclusive rights’, ‘unlimited rights’, ‘buyout’ or ‘sole ownership’ stand for rights, licenses and/or products, that are solely granted or sold to one single person/company/organization, but not to multiple persons/companies/organizations at the same time. These ‘exclusive’ rights, licenses or products have less strict restrictions and limitations than non-exclusive rights, licenses or products, etc. ‘Exclusive’ rights, licenses or products are restricted to the person, group, or area concerned.

**Custom Beat(s) & Remix Production(s)**

– Also referred to as, ‘custom beat production’, ‘custom production’, ‘remix beat production’ or ‘custom remix production’, etc., stand for beat-production work including the beat-composition, Kollaborator Productions (Dondiel Smith) does for customer(s)/licensee(s) if they have special requests and wishes for a brand new beat-composition, made solely for their needs, granting customer(s)/licensee(s) exclusive rights to the concerned ‘custom’ beat-composition, while not offering the same beat-composition to other interested parties/customers/licensees. The term ‘custom’ means: ‘made to the specifications of an individual customer’. ‘Custom Beats’ and ‘Remix Production’ is treated equally.

**DISCLAIMER**

– If you have any questions concerning any of the points listed in this document or any content in the terms & conditions, you can contact us anytime via e-mail: [kpbeats.com@gmail.com](mailto:kpbeats.com@gmail.com) before making a purchase to our products or downloading/using any of our content/products, to avoid any misunderstanding. If any term, and/or corresponding content in these terms and conditions, is not understood fully, it is customer’s/licensee’s obligation to inform him of the concerned terms to avoid any misunderstanding. By making a purchase or downloading/using any of our content/products, you automatically confirm that you have read and understand the full terms and conditions and fully agree to the terms and conditions. Since these terms can be fully accessed, viewed and are listed on our official website(s) and marketplace(s), any issued license agreement automatically becomes valid with purchase or download/use of our content/products/property

Date: 06.01.2017 (mm.dd.yyyy) – Kollaborator Productions (Dondiel Smith)