



Order ID
[# XXXXX]

Purchase Date
[DD/MM/YYYY]

License ID
[# XX XXX XXX]

Between _____ **and** _____
[Business name / Your full name]
[Your complete address
Country and region / Postal code]

zenroyaltyfree.com
29 Buxton Crescent
Peterborough, SA
5422, Australia

Type of use
Silver License

Master and composition license
[Song Title] by Jason Stephenson

Licence Agreement

Type of use

This Agreement is between you and Zen Royalty Free Pty Ltd (ABN 24 653 838 834) trading as Zen Royalty Free (referred to as **ZRF, we, us** and **our**) and governs your use of the ZRF Works. This Agreement, together with our Terms of Use and Privacy Policy, constitutes a legally binding contractual agreement between you and us (the **Licence Agreement**). By purchasing a Licence from us or registering an account, you warrant that you have read, understood, and agree to be bound by the provisions of this Licence Agreement, our Terms of Use and our Privacy Policy.

1. Definitions

Registered User means a person validly registered to access every feature of the ZRF Website, purchase a Licence and/or access the ZRF Works.

User Project means an audio or audio-visual recording created by a Registered User which synchronises, incorporates and/or embodies a ZRF Work with video or voice-over and which falls within a category approved by us.

ZRF Work or **ZRF Works** means those sound recordings owned and/or controlled by ZRF and uploaded by ZRF together with all underlying musical works including lyrics.

2. Non-Exclusive Licence

In consideration of payment of the Fee by you to us, we hereby grant you a perpetual, worldwide (except where expressly limited), non-exclusive but revocable, non-assignable and non-transferable right and licence to use the ZRF Work to:

- (a) synchronise, incorporate and/or embody the ZRF Work to create a User Project; and
- (b) publicly perform, publicly display or communicate to the public the ZRF Work as embodied in a User Project, in accordance with the terms and conditions of this Licence Agreement, our Terms of Use and our Privacy Policy.

If your needs fall outside of the options provided in our Silver, Gold or Platinum Licences, you will need to contact us directly at sales@zenroyaltyfree.com for a custom licence.

3. Silver Licence

Our **SILVER** licence allows you to use ZRF Works for an unlimited number of User Projects in the following ways:

On the web, for the purpose of:

- (i) uploading to online streaming platforms (including YouTube);
- (ii) podcasts;
- (iii) meditation and hypnosis recordings (**music only apps expressly excluded**);
- (iv) social media; and
- (v) online advertising.

Non-commercial use, including:

- (i) Corporate and wedding videos;
- (ii) personal use;
- (iii) music 'on hold' phone recordings;
- (iv) free apps, games and DVDs (revenue generating expressly excluded).

To compare our Silver, Gold and Platinum royalty-free licences, please see our Comparison Chart which can be accessed from our website [here](#).

4. Fee

In consideration of the rights granted under this Licence Agreement, you agree to pay us a Fee in accordance with our licence rates as set out on our website (the **Fee**). The rights granted by ZRF to you under this Licence Agreement are not effective until ZRF has received payment in full of the Fee. You acknowledge that our licence rates may change from time to time.

5. Limitations of Use

In addition to any other prohibitions set out in this Licence Agreement or in our Terms of Use, you must not:

- use any ZRF Works outside of the specific uses granted under clause 3 of this Licence Agreement, it being acknowledged that you may need a separate and distinct licence for each additional or separate use of the ZRF Works, and each use by any other person other than by you, outside of that expressly granted under this Licence Agreement;
- reproduce, republish, make available or otherwise communicate to the public, display, perform, transfer, share, distribute, licence or otherwise use or exploit any ZRF Works or represent that you may do any of the preceding in respect of the ZRF Works, except as expressly granted under this Licence Agreement;
- edit, change, copy, add to, take from, adapt and or translate, in any manner or context, the ZRF Works other than altering the length of the ZRF Works for the purposes of editing the ZRF Works for use within a User Project;
- use the ZRF Works in applications allowing an end user to customise a digital or physical product to their specific needs, such as “on demand”, “made to order” and “build it yourself” applications; or
- permit or otherwise authorise any end user or other person to use the ZRF Works separately and apart from the User Project.

Here are some examples of things you **must not** do in connection with the ZRF Works:

- Upload the ZRF Works to Spotify or other on demand music platform on its own without any significant modification;
- Distribute the ZRF Works with only superficial modifications (e.g. nature sounds);
- Upload your project to YouTube and then claim that you own the ZRF Works in YouTube's Content ID;
- Sing or add other musical instruments to the ZRF Works to create a new sound recording; or
- Add subliminal messages or solfeggio frequencies to the ZRF Works to create a new recording and claim this to be your original work.

6. Ownership

You acknowledge that the ZRF Works are licenced to you on a non-exclusive basis, and not sold to you. You agree that ZRF remains the sole and exclusive owner of all rights, title and interest (including copyright) in and to the ZRF Works and that nothing in this Licence Agreement constitutes a transfer of any rights (including Intellectual Property Rights) in the ZRF Works to you.

7. Credit

All ZRF Works are owned by Jason Stephenson and licenced by ZRF. You must ensure that you provide Jason and/or ZRF (as applicable) with a credit in the following prescribed format (except where it is technically unfeasible to do so):

CD / DVD

A credit must be provided in the CD/DVD insert, liner notes and/or on the back cover in the following format:

[Insert Title of Music] by Jason Stephenson. Licensed by Zen Royalty Free

MP3 / Digital Download

A credit must be provided in the metadata for the composer in the following format:

Jason Stephenson

YouTube Video

A credit must be provided in the video description in the following format:

[Insert Title of Music] by Jason Stephenson

www.zenroyaltyfree.com

8. Warranty and Indemnity

We make no warranty to you except that we have the right to grant a licence in and to the ZRF Works in accordance with the terms of this Licence Agreement. You agree that the Licence is granted to you without any other warranty or recourse. You represent and warrant that you have the legal capacity and the full right, power and authority to enter into this Licence Agreement. You further warrant that you will comply at all times with the warranties, representations, conditions, guarantees, obligations and terms of this Licence Agreement, our Terms of Use and our Privacy Policy.

You indemnify and hold harmless ZRF and our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, shareholders and licensors against all actions, claims, proceedings, costs, expenses, losses, damages and liabilities arising out of any use of the ZRF Works or any breach by you of your obligations under this Licence Agreement.

9. Termination

We reserve the right to terminate the Licence immediately with or without notice if you:

- violate any of the Limitations of Use;
- breach any other term of this Licence Agreement, our Terms of Use or our Privacy Policy.

Upon termination, any and all rights granted to you under this Licence Agreement immediately revert to ZRF and you must cease using ZRF Works and delete or destroy all copies of the ZRF Works obtained by you. ZRF will have no obligation to make repayment of the Fee. Any such termination is without prejudice to any other remedies ZRF may have against you including, but not limited to, injunctive relief

10. General Provisions

You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Licence Agreement. We may assign, license or otherwise dispose of or deal with any or all of our rights under this Licence Agreement, either wholly or partially, without notice or obligation to you.

The parties acknowledge their independent relationship and agree that nothing in this Licence Agreement shall be construed to constitute a different relationship between them.

This Licence Agreement, which is to be read together with our Terms of Use and Privacy Policy, constitutes the entire agreement between the parties. Where a word in this Licence Agreement is capitalised and has a defined meaning in the Terms of Use, it carries the same meaning in this Licence Agreement. If any term of this Licence Agreement is inconsistent with the Terms of Use, the term of this Licence Agreement prevails. All other terms and provisions of the Terms of Use continue to apply unless expressly varied in this Licence Agreement and shall remain binding on the parties.

If any part of this Licence Agreement is found to be illegal, void, invalid or unenforceable by a court of competent jurisdiction for any reason, no other provisions of this Licence Agreement will be affected as a result and the remaining provisions of this Licence Agreement will remain in full force and effect.

This Licence Agreement is governed by the laws of the State of South Australia, Australia and each party irrevocably submits to the exclusive jurisdiction of the courts of that State.

Last Revised: 24th September 2021.