

STOCKMUSIC.NET TERMS OF USE

Last Updated: January 20, 2017

Welcome to Stockmusic.net! These Terms of Use ("**Terms**") apply to your use of the Stockmusic.net website ("**Website**") and all its of the features, products, and services (collectively, including the Website, these are our "**Services**"). The Services are made available by Trad Ventures, LLC ("**Trad Ventures**," "**we**," "**our**," or "**us**").

If you use any part of the Services, you must comply with the Terms, so please review them carefully. If you do not understand the Terms or do not wish to follow them, please do not use the Services.

Please also note that we reserve the right to change these Terms in our sole discretion from time to time. All changes will be effective when we post the updated Terms.

Stockmusic.net's Services

Our Services: Stockmusic.net gives you access to great music and sounds for your productions and business. You may use our Website to:

- a. License songs and/or sound effects (collectively the "**Content**") to include it in your online videos, commercials, movies, games, or other audiovisual work, or for use in your podcasts, your business' on-hold music, and/or for play at your restaurant or other retail business.
- b. Request custom Content composed or created by one of Stockmusic.net's composers.

How to Access the Content: To use the Content, you will need to create a Stockmusic.net account ("**Account**") by completing the registration process on the Website. You will need to provide your e-mail address and set up a password. For other Services, you will also need to provide your full name and address. For example, if you choose to license our library collections by purchasing the Max Edge (defined below), you will need to provide a mailing address for us to mail it to you.

Age: If you are younger than the age of 18, your parent/legal guardian must give you permission to use the Services.

Changes to the Services: We are always thinking of ways to improve the Services and better serve our customers, so this may sometimes result in changes to the Services, whether in how we provide the Services or what we provide as products. These changes are in our discretion and may occur without notice.

Payment Methods for Services

Accepted Methods of Payment: At this time, Stockmusic.net accepts payments provided with valid credit card, PayPal, and Credits. Please note that payment methods cannot be combined and that we may also add other payment methods in the future.

Credits: Payments using Credits are accepted only for downloadable Content licenses. Credits can be purchased by visiting the Purchase Credits page (<https://stockmusic.net/pricing>) and will be available in your Account after your payment clears. You can check your balance of Credits by going to your Account.

Please note that all purchases of Credits are final and cannot be redeemed for cash or refunded. There is no expiration date for Credits, however if you choose to close or delete your Account, your Credits will be lost and you will not be refunded.

Content Demos and Licenses

Content Demos: We understand that you may wish to try out and demo Content before committing to buy a license. For example, you may wish to see if a song will match the mood or tone of your client's online video. If you want to demo Content, you can download it by clicking on the link to the Content and then clicking on the "Download Demo" button. All Content downloaded for demos come with a Stockmusic.net voiceover.

Please note that demo downloads are solely for the limited purpose of demoing the Content. You must not use demo downloads for any other purpose.

What is a License? When you license Content, you are obtaining the rights to use the Content, rather than owning the Content itself. This means that your use of the Content is restricted to the terms of the license you purchase. Because each license comes with a set of specific terms, it's important that you choose the correct license.

Types of Licenses: Stockmusic.net offers three types of licenses: the Audio License, Media Producers License, and the Extended License.

- a. **Audio License** (<https://stockmusic.net/license#public-performance-license>): The Audio License gives you the ability to play Content in public settings where there may be a crowd of people. For example, you can use this license if you want to play Content in your bar, restaurant, or other retail business. You may also use the Audio License to use Content as on-hold music for your business.
- b. **Media Producers License** (<https://stockmusic.net/license#media-producers-license>): The Media Producers License gives you the ability to use Content in, or "sync" the Content to, your media productions. For example, you may use this license to include Content in a visual compilation, such as an online video, a TV show, commercial, a video game, or a photo essay, or in your podcasts.
- c. **Extended Licenses**: (<https://stockmusic.net/license#extended-license>): Extended Licenses allow you to resell Content on physical or digital media. Extended Licenses cannot be purchased online. If you're interested in an Extended License, please contact us at contact@stockmusic.net, and we will provide you with a customized license at our standard rates.

If you have any questions about which license is right for you, please contact us at contact@stockmusic.net. If you use Content with the incorrect license, please note that Trad Ventures reserves the right to revoke the license and require you to discontinue use of the Content immediately.

Purchasing Licenses: Once you've decided on the type of license you need, you can purchase the license by signing in to your Account and following the below steps:

1. Clicking the button with the cart icon for the Content you wish to license. This will add the Content to your shopping cart.
2. Go to your shopping cart by clicking on the "Cart" link at the top of the page.
3. Select from the dropdown menu the license you wish to purchase, and then select your payment method.
 - a. If you choose "Cash Checkout," you will be directed to the confirmation page, where you will need to confirm that you have read the terms and conditions of the license you're purchasing. At this point you will also select whether you wish to pay with credit card or via PayPal.
 - b. If you choose "Purchase with Credits," you will be directed to the confirmation page, where you will need to confirm that you have read the terms and conditions of the license you're purchasing. Once the terms and conditions are accepted, the number of Credits due will be deducted from your Account.
4. Once your payment is received, your Content will be available for download in the "Purchased Products" section of your Account.

Refunds for Licenses: Because of the nature of digital content, we can only provide refunds for licenses (including Credits if you used Credits) only if you have not downloaded the Content. We will not offer refunds in the event of a price reduction or a promotional offer.

Maximum Edge Hard Drive

If you would like the freedom to use any of our Content without having to license the tracks one-by-one, you can purchase the Maximum Edge Hard Drive (<https://stockmusic.net/maximum-edge-music-library>), a USB 3.0 hard drive that contains all of Stockmusic.net's libraries that are available at the date of purchase ("Max Edge"). All Content on the Max Edge will be subject to the terms of Media Producers License (<https://stockmusic.net/license#media-producers-license>). The Max Edge is compatible with both PC and MAC computers.

Payments for the Max Edge can only be made with a valid credit card or via PayPal. All sales for the Max Edge are final and non-refundable. If you're having difficulty accessing the Content on the Max Edge, please contact us at contact@stockmusic.net. If we're unable to resolve the issue, we'd be happy to mail you a new Max Edge.

Reviewing Your Purchase History

If you wish to review your Stockmusic.net purchase and invoice history for downloadable Content licenses and/or the Max Edge, you can do so by visiting "Your Account" page and clicking on the "Purchased Products" and "Invoice History" tabs.

If you have any questions regarding your purchase history, feel free to contact us at contact@stockmusic.net.

Custom Music Composition

At Stockmusic.net, we represent many talented artists. If you're looking for custom Content for your work, you can fill out and submit the Music Request Information Form here (<https://stockmusic.net/custom-music-quote>). We will pair requests with one of our composers, who will provide us with a quote and Stockmusic.net will negotiate the quote on your behalf.

Before receiving your custom Content, you will need to review and sign the Custom Content Composition Agreement, which is incorporated into these Terms.

Customer Showcases

We love to show off what our customers have done using Content from Stockmusic.net by featuring their work on the Stock Music Blog (<https://stockmusic.net/blog/>) ("**Blog**"). If you would like us to feature you on our Blog and you have all necessary permissions to allow us to do so (e.g. you created work for a client and your client is okay with us using the work), you can send a request at contact@stockmusic.net. We reserve the right to decide who to feature in our sole discretion.

If we choose to feature you on the Blog, you grant to Trad Ventures a perpetual, worldwide, irrevocable, and non-exclusive right to publicly perform or display your work(s) in all methods that Trad Ventures makes the Services available to users, including, without limitation, all public and private settings of Trad Ventures' traditional and online media channels, online and mobile platforms, and marketing and promotional platforms (the "**Platforms**").

User Conduct

We do not allow harmful or unlawful activities when you use the Services. When using the Services, you must not:

- a. Use any Content in a way that is outside of the scope of the license for that Content;
- b. Violate any applicable local, state, national, or international law and any regulations having the force of law, whether intentionally or unintentionally;
- c. Upload, post, e-mail, or otherwise make available through the Services any material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- d. Log into another user's Account without his/her permission;
- e. Attempt to breach any security measures of the Services;
- f. Upload, post, e-mail, or otherwise make available through the Services any material that contains a software virus, worm, Trojan horse or other computer code, file, or program designed to interrupt, destroy, or otherwise limit the functionality of any computer software or hardware;
- g. Upload, post, e-mail, or otherwise make available through the Services any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. Interfere with or disrupt the Website servers or networks (e.g. "flooding");

- i. Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- j. Make available through the Services someone else's personal information (as defined in the Privacy Policy) without that person's express, written consent; or
- k. Advertise or offer to sell or buy any illegal goods or services.

What We Own/Your Limitations When Using the Services:

Trad Ventures solely and exclusively owns all right, title, and interest in and to the Website, including the design, compilation, look and feel, the copyright, trademarks, and all other legally protectable elements of the Website. As such, when you create an Account, you are expressly forbidden from engaging in the following activities, or any other activities that deems to be outside of the scope of your limited license, or your Account may be terminated.

1. Downloading or modifying any part of the Website or Content without our express written approval;
2. Making any derivative use of the Website, or use data mining, robots, or similar data gathering and extraction tools within the Website;
3. Reproducing, duplicating, copying, selling, reselling, or otherwise exploiting the Services and/or the Website for any commercial purpose without our express written approval; or
4. Copying, modifying, imitating, using, or otherwise exploiting, in whole or in part, any of Trad Ventures' intellectual property or other proprietary rights in and to the Services and Website, without our express written approval.

Respecting Others' Intellectual Property:

If you are a copyright owner and believe that Content on the Website infringes your copyrights, you may submit a DMCA notice by following our policy regarding copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"): [https://en.wikipedia.org/wiki/Digital_Millennium_Copyright_Act].

Linking; Access to Third-Party Providers:

Linking to Stockmusic.net: If you would like to link to the Website from other websites, please link to a full version of a page, rather than to an image or file hosted on Stockmusic.net. You must not frame any pages of the Website by surrounding them with a third party's branding or materials. We reserve the right to insist that any link to the Website be removed.

Access to Third-Party Providers: We use third-party providers to service certain parts of the Services. For example, you may be allowed to connect your Account, or your Account activities, with a third-party website. This type of feature usually requires you to log into your account with the third party, and you acknowledge that you do so at your own risk. We do not control these third-party websites or their content, so we are not responsible or liable for their services. You are subject to their policies and privacy practices.

How We Use Your Information:

For information on how we collect, use, and share your information, please review Trad Ventures' Privacy Policy [<https://stockmusic.net/privacy-policy>]. The Privacy Policy also governs your use of the Services and is incorporated by reference to these Terms.

Minors:

The Services are directed to the general public. Trad Ventures does not knowingly collect Personal Information, as defined in the Privacy Policy, from minors younger than the age of 13, and we will delete any Personal Information unknowingly collected from a minor as quickly as possible. If you believe that we may have Personal Information from a minor, please contact us at contact@stockmusic.net.

Account Security:

Please note that it is your responsibility for making sure that your username and password are kept confidential. If you experience any unauthorized uses with your Account, please let Trad Ventures know, but we will not be liable for any losses that you experience. However, you could be held liable for losses that Trad Ventures or another party experiences because of someone else using your username and password.

Feedback:

We do not accept unsolicited feedback, suggestions, or other information about Stockmusic.net, the Website, or the Services. If you do provide feedback, we are free to use your feedback for any purpose, such as improving our services and creating derivative technologies.

Limitation of Warranty and Liability; Indemnification:

Indemnification: You will indemnify and defend Trad Ventures from any third-party claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and your use of the Services.

Liability: We make no representation, warranty, or guarantee of the suitability of the Services and the Content for your purposes; that the Services will be secure, uninterrupted, or error-free; or that the Services will function properly in combination with any third-party component, technology, hardware, software, systems, or data. The Services and Content are provided "as is" and all conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including without limitation, any implied warranty of merchantability, title, fitness for a particular purpose, or non-infringement are hereby disclaimed to the maximum extent permitted by applicable law. You are solely responsible for any fees that may be due under a blanket license agreement between you and a public performance agency.

Governing Law, Assignability, and Severability:

Governing Law: You agree that: (a) the Services are based in Washington; and (b) the Services will be deemed a passive service that does not give rise to personal jurisdiction over Trad Ventures, either specific or general, in jurisdictions other than Washington. These Terms will be governed by the laws of the State of Washington, without respect to its conflict of laws principles.

BY ACCEPTING THESE RULES, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS OR COLLECTIVE ACTIONS AND AGREE THAT ANY CLAIM OR DISPUTE BETWEEN YOU AND TRAD VENTURES THAT ARISES IN WHOLE OR IN PART FROM THE SERVICES ARE SUBJECT TO MANDATORY, BINDING ARBITRATION WHICH MUST TAKE PLACE IN SEATTLE, WASHINGTON. All arbitrations will be

conducted by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. YOU AND TRAD VENTURES AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THESE RULES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES. OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

Limitations on Arbitration: All discovery shall be completed within three months after selection of the single arbitrator, unless this period of time is extended by the tribunal for good cause. The arbitrator shall issue a written opinion specifying the basis for its award and the types of damages awarded. The award shall be rendered within nine months of the appointment of the arbitrator, unless the arbitral tribunal determines that the interest of justice or the complexity of the case requires that such limit be extended.

Assignment: Trad Ventures may transfer or assign these Terms and the Services, in whole or in part, to any third party of our choosing.

Severability: You and Trad Ventures are independent parties and nothing in these Terms create an employment or agent relationship. If any provision of these Terms is held unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and such decision will not affect the enforceability of such provision under other circumstances. The failure of either party to enforce any right or provision in these Terms will not constitute a waiver of such right or provision.

How To Contact Us:

If you have questions about these Terms, please contact us at:

Trad Ventures

Attn: Stockmusic.net Terms of Use

E-mail: contact@stockmusic.net