

JGreen Beats Agreement and Terms of Use

THIS IS A LEGALLY ENFORCEABLE CONTRACT
PLEASE READ IT CAREFULLY

Thank you for your interest in JGreen Beats. Before you conduct business on this site, you must agree to the following terms.

If you are unclear about any of these terms, please contact info@djgreen.com prior to conducting business with us. Do not conduct business until you have carefully read, clearly understood, and fully agreed to be bound by these terms.

By joining this site, you accept these terms and conditions as well as the privacy policy of this website, and this shall serve as a contract between JGreen Moneytalkz (hereafter "JGreen Beats", or "we" or "us") and you (hereafter "you", or "User" as applicable) which may be legally enforced against both parties.

First, some definitions and background information:

A) "Site" (or plural "Sites") shall mean JGreen Moneytalkz and all of our other related or partner websites.

B) "Beat" (or plural "Beats") means any musical material that is subject to being downloaded from the music store (e.g. instrumentals, music, or other recorded performance or instrumentation of any kind).

C) "Producer" refers to the person who has composed, written, produced, and otherwise created a Beat available on the Site for downloading by the users.

D) You may license Beats from this site (as a "User"), or to others through this site (as a Producer) for two (2) types of uses:

1) Distribution: by physical means (CDs, vinyl, etc. .) and digitally (i.e. through iTunes®, eMusic, etc. . .) provided, however that the User must make a "derivative" of the Beat by adding additional vocals, etc. . .; and/or

2) Synchronization: when the User fixes or synchronizes 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 i.e. as background music for a scene, commercial, etc. . . You may not synchronize a Beat purchased for Distribution unless you also pay the Synchronization fees for such Beat.

E) "New Work" as used here refers to a Beat that has been transformed into a derivative work by the

User's addition of vocals or harmonies or live instrumentation, etc. . . .

F) For clarification, a Beat licensed for Distribution must be transformed to a derivative New Work before Distribution. A Beat licensed for Synchronization does not need to be turned into a New Work, but if it is, a Distribution license is also required in addition to the Synchronization license in order for the New Work to be synchronized.

I. PURCHASING AND/OR DOWNLOADING JGREEN BEATS FOR DISTRIBUTION.

When purchasing Beats from Jgreenmoneytalkz.com for Distribution, you agree to the following (this section does not apply to Synchronization; for Synchronization, see Section II below):

1) Non-Exclusive License: You are being granted non-exclusive license (permission) to distribute such Beat pursuant to the guidelines below. JGreen Moneytalkz and any other Producer have the right to license the Beat to others. A Beat designated as "exclusive" will be licensed to only one (1) User by DJJgreen.com. The Producer of an exclusive Beat is legally prevented from licensing such Beat to others. The worldwide copyright of the composition and recording of such Beat remains 100% the property of the Beat's Producer.

2) Your license grants you only the following rights:

a) Modification of the Beat: You may make only one (1) derivative of such Beat (e.g. by adding vocals and harmonies, adding live instrumentation, etc. . .), referred to as the "New Work". If you wish to create more than one (1) New Work from the original Beat, you must obtain an additional license and pay an additional fee as though you were purchasing such Beat again. 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 Producer 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: conditioned upon your obligation to give Producer and DJJGREEN.COM mandatory credit described in paragraph 3 below, you shall have the worldwide right to (i) reproduce (copy), and (ii) distribute up to five thousand (2,000) physical and digital units combined of the New Work, as well as the right to sub license the foregoing (i.e. to a distributor). You may not Synchronize a New Work unless you pay obtain a Synchronization license pursuant to the section below.

d) Public Performance of the New Work: You shall have the worldwide right to publicly perform the New Work, but you must register the New Work with either ASCAP / BMI / or SESAC, and you shall afford Producer 50% writer credit when registering a New Work.

3) **Mandatory Credit:** you must provide clear and legible credit on the packaging and in the metadata fields of downloadable copies of the New Work, and in any place where credit otherwise appears as follows:

“[____name of New Work_____]” by [__Name of i.e. singer__]
Produced by JGreen Moneytalkz /[any additional Producer]

4) **Delivery of Beats to Users:** Upon our receipt of your payment, the Beat will be made available for download for seven (7) days through a secure password-protected link. The link will be emailed upon our receipt of payment.

5) **Delivery Format:** We shall have the right to (a) deliver Beats to the Users from the Sites in non-DRM protected, unencrypted mp3 format (or, at our choosing, in any other generally accepted format), subject to the Sites’ other delivery terms and conditions.

II. PURCHASING AND/OR DOWNLOADING BEATS FOR SYNCHRONIZATION.

When purchasing Beats from DJJGREEN.COM for Synchronization, you agree to the following. (This section does not apply to buying Beats for Distribution only; for Distribution only, see above Section I); This section also applies to the Synchronization of a New Work:

1) **Non-Exclusive License:** You are being granted non-exclusive license (permission) to synchronize the Beat pursuant to the guidelines below. DJJGREEN.COM and the Producer have the right to license the Beat to others. A Beat designated as “exclusive” will be licensed to only one (1) user by DJJGREEN.COM. The Producer of an exclusive beat is legally prevented from licensing such Beat to any others. The worldwide copyright of the composition and recording of such Beat remains 100% the property of the Beat’s Producer.

2) **Rights Granted:** Conditioned upon your obligation to give Producer and DJJGREEN.COM credit below, your license only grants you the following right

a) **Synchronization:** 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), as well as the right to sub license the foregoing (i.e. to a distributor).

c) **You may not change a Beat purchased for Synchronization:** You may not make a derivative of the Beat which you have purchased for synchronization unless you also purchase such Beat for Distribution and pay the additional purchase price. Likewise, you may not synchronize a New Work unless you purchase the Beat for Synchronization in addition to purchasing it for Distribution.

d) Public Performance of the Beat: You shall have the worldwide right to publicly perform the Beat, but you must afford Producer 100% writer credit on “cue sheets”.

e) Public Performance of the New Work: When obtaining a Synchronization license to a Beat in addition to a Distribution license, you shall have the worldwide right to publicly perform the New Work, but, as above, you must register the New Work with either ASCAP / BMI / or SESAC, and you shall afford Producer 50% writer credit when registering.

3) Mandatory Credit: With respect to all synchronization uses of a Beat, you must provide clear and legible credit in any place where credit otherwise appears as follows:

“[_____ name of Beat _____]”

Produced by JGreen Moneytalkz /[any additional Producer]

IV. WARRANTIES AND REPRESENTATIONS.

1) Users’ Warranties and Representations: By purchasing or downloading a Beat from DJJGREEN.COM, you warrant and represent that:

a) Originality / Non-defamatory or Legally Obscene: your contribution to the New Work will be 100% original and will not infringe the rights of any other person or entity. Your contribution to the New Work will not be defamatory or legally obscene.

b) Samples: You realize a beat purchased from DJJGREEN.COM may contain third-party samples or musical interpolations which may need to be cleared by you, the purchaser, before distribution. Your contribution to the New Work will not contain any third-party samples or musical interpolations unless you have legally cleared all composition and recording rights to such sample or interpolation in writing.

c) Lawful purposes: you shall only use the Beat and New Work as per the terms of this document, and for lawful purposes.

d) Indemnity: In the event that any of the foregoing warranties turn out to be untrue or inaccurate, or with respect to any other matter relating to your contributions to the New Work or otherwise related to your activities or failures, you agree to indemnify us and hold us harmless against any claim or legal action brought about by any person or entity, and you shall pay all of our costs and legal fees in defending ourselves against such claim or action. We shall also have the right to withhold from payments otherwise owed to you any amounts reasonably necessary to pay for the foregoing costs of defending ourselves against such claims.