



## Shockwave-Sound.Com License Terms & Conditions

Last updated November 3, 2006. Always check our web site for latest License terms.

### Our standard license:

Our standard license gives you, the purchaser, the right to use and distribute our music as part of your own project. You may use our music for film/video/DVD, web- and Flash sites, advertising, podcast, training/instructional materials, games and multimedia, telephone on-hold, in-store, in-flight, restaurant, info-kiosk, etc. etc.

The license lasts for **100 years** from the date of purchase, and the territory is: **world wide**.

### Mass production:

When you purchase a music track on our site, what you get is our Standard License. A **limitation** of our Standard License is that you may only sell or give away **up to 5,000** copies of any product containing our music. To make more than 5,000 copies of a product containing our music, you will need a Mass Production License as follows:

Up to 5,000 copies: Included in Standard License fee  
Up to 10,000 copies: Standard license fee plus \$39.95 per music track  
Up to 50,000 copies: Standard license fee plus \$79.95 per music track  
Up to 100,000 copies: Standard license fee plus \$119.95 per music track  
Up to 500,000 copies: Standard license fee plus \$149.95 per music track  
Up to 1 mill. copies: Standard license fee plus \$179.95 per music track  
Up to 2 mill. copies: Standard license fee plus \$259.95 per music track  
Unlimited copies: Standard license fee plus \$299.95 per music track

Mass-production license is **not required** if you have only purchased **sound effects** from us. The Mass-production license requirement applies to music tracks and music loops only.

Some examples of projects that do need a mass production license:

- Using our music on DVD/VHS/digital film of which more than 5,000 copies total are being reproduced.
- Using our music in computer game for sale, screen saver for sale, any other media product for sale where number of sales exceed 5,000. Physical sales and downloadable sales are equal.
- Using our music in telephones of which more than 5,000 units are being reproduced.
- Using our music for online computer games where customers pay to play the game, and number of sales exceed 5,000.
- Using our music in a Podcast that people pay to download, when number of sales exceed 5,000.

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### Shockwave-Sound.Com

Web site: <http://www.shockwave-sound.com> - Email: [info@shockwave-sound.com](mailto:info@shockwave-sound.com)  
Tel. US/Canada Toll-free: 800-961-0264. International: +47 47331213. Fax: +1 866-790-9291



Some examples of projects that do not need a mass production license (Standard License is sufficient):

- Using our music on DVD/VHS/digital film of which 5,000 or less copies total are being reproduced.
- Using our music on web site (one web site per standard license). It doesn't matter how many people visit your web site.
- Using our music in Radio/TV broadcast.
- Using our music in shareware, volunteer or not-for-profit online/downloadable projects and games.
- Using our music in a Podcast that listeners do not pay to listen to – no matter how many people listen to it.
- Using our **sound effects** only in **any** project, for sale or not, unlimited number of copies and sales. The mass production license never applies to sound effects -- only to music.

#### **Not allowed:**

You are not allowed to release our music as your own, or credited to yourself -- not even if you add vocals or instruments. This means that you are not allowed to purchase a music track from us, play instruments or rap/sing on it, and release it as though it was your own music.

#### **Examples of acceptable uses:**

Film, Web site, Corporate video, multimedia CDRom, video, DVD (up to 5,000 copies included in standard license), waiting room music, in-store music, yoga/meditation tapes or CDs, workout/aerobics tapes/CDs, audio books, TV programmes, trade show presentation, info-kiosk, telephone on-hold (see below), games, PowerPoint presentation, advertisement/commercial, etc. Up to 5,000 copies under standard license.

#### **Using our music without mixing it with other media:**

Our Standard License is for one company or person to **use** our music within their own media, such as web site, film, advertisement, animation, game, podcast, etc. It is **not** a license to simply duplicate our music as it is.

We are sometimes asked whether it is acceptable to license music from us, put that music on a music CD, and sell or give away that CD as a promotional gift. The answer to this is:

- If you add your voice over the music (say, a therapy CD or self-help CD with spoken words mixed over the music), this is okay under our Standard License. Just be sure to get the correct mass production license if you make more than 5,000 copies.
- If you are creating a music CD to give away for free as a promotional gift, this use is not covered under our standard license. Such use comes under the giveaway promotions license, which is detailed below:

#### **Giveaway promotions license:**

This license is required if you want to buy some of our music, create music CDs (or other audio carrier such as memory stick, etc.) from this music, and give away as promotional gifts. The Giveaway Promotions license is priced at **US\$ 0.09 per song, per copy created**. For example, you may wish to put together a CD of 8 tracks and create 500 copies of that CD; in which case your License cost is  $US\$ 0.09 \times 8 \times 500 =$  total US\$ 360.00

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There are a few additional stipulations to the Giveaway Promotions license:

- Minimum license amount is US\$ 100. So even if you only wanted 5 tracks and 100 copies, the price should be  $\$0.09 \times 5 \times 100 = \$45$ ; but we would still charge you \$100 for this because it is the minimum amount for a giveaway promotions license.
- The unit number is based on the number of units you *create*, regardless of how many you actually end up giving away.
- You will be given access to download the music tracks from our server. If you need us to create the actual audio master CD and ship that CD to you, there is an additional US\$ 19.95 for CD creation, shipping and handling.
- We require all giveaway CDs to carry a small copyright notice (worded by us) to tell your customers that the music is under copyright, is for personal listening only, and not for commercial or public exploitation without a separate license obtained from us.
- We also require all composers to be properly credited on the CD.
- You *may not sell* the CDs made under the giveaway promotions license.
- We do not design artwork or duplicate CDs. We only deliver the music and the music license.

### **Broadcasting:**

Broadcasting (TV/radio) **is** included with our standard license, but you are required to fill in cue sheets. This represents **no** additional cost. If you want to know more, please read the notes about cue sheets and public performance on our web site.

### **Theatrical release:**

Theatrical Release is not included in our standard license. To use our music in "Theatrical Release" (commercially released film or theater production, general public viewing where a fee is collected), you need a Theatrical Release license, priced at US\$ 299.95. You are also required to file cue-sheets. Again, cue-sheets do not represent any additional costs to you.

### **On-hold:**

You may use our music on-hold and play it to your customers/callers over the telephone (and similar uses), as much as you want, forever.

However, under the standard license you may **not** install our music in an on-hold system which is subsequently sold to other companies, so that several companies end up using the music on-hold. If you are interested in using our music to install in an on-hold system like this, please contact us to discuss your project and get a price quote.

### **Editing/changing the music:**

You may edit our music (fade, crop, cut, stretch, loop) etc. to fit your required cue lengths.

You may however not use our music as a basis on which to create new music. You may not add other instruments and vocals to our music for the purpose of creating new music credited to yourself.

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### **Credits:**

You are not required to credit us for the music. It is however generally considered to be good practice to always credit the composer.

### **Privacy:**

We take our customers and users privacy seriously. At no time will your personal details or e-mail address be passed onto any other company. As a new customer, you will be added to our own internal mailing list for our monthly music newsletter. This newsletter can easily be unsubscribed from, by following simple instructions included with each newsletter.

We only hold details of our customers' e-mail address, shipping address and telephone number. At Shockwave-Sound we never get to see any financial data such as credit card numbers. These are gathered and processed by our e-commerce partners PayPal or WorldPay. For information regarding their privacy policies, please refer to their websites.

### **Refund and exchange policy:**

After you have placed an order, you may cancel any item *that you have not yet downloaded* and get a refund. If you wish to cancel a purchase of one or more items, simply use the cancellation process described in the email that is automatically sent to you when you place an order. This must be done *before* the product is downloaded.

Like other shops that sell downloadable products, we do not refund or exchange any product that has been downloaded. Once the download has taken place, the purchase is final.

### **Disclaimer of consequential damages:**

Shockwave-Sound.Com are under no circumstances liable for any damages, consequential or incidental, arising out of the use of the audio or inability to use the audio including without limitation, computer failure, work stoppage or any other damages, even if advised of the possibility of such damages. Because some states and countries do not allow the exclusion for limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

### **Limitation on liability:**

Shockwave-Sound.Com's liability shall in NO event exceed the actual price paid for the license.

If you have any questions on how you may or may not use our music, please contact us.

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