



Shockwave-Sound.Com License Terms & Conditions

Last updated **November 11, 2011**. Always check our web site for latest License terms.

Shockwave-Sound.com offers music licensing under two different license types:
The **Standard License** or the **Mass Market License**.

Standard License:

Grants permission for most commercial uses. Includes Synchronization ("Sync License") and Mechanical Rights for use on products for sale or give away up to 5,000 copies, use on web site (one site), corporate video/presentation, educational, shareware/freeware game, single location music-on-hold, trade show/presentation, podcast, student film and film festivals, internet video sites including YouTube (without YouTube Partner 'Revenue Sharing'). You may sell up to 5,000 physical products or downloadable products that contain the music. You may broadcast the audio on local and regional radio/TV (up to 200 miles/320 km radius). The license lasts in Perpetuity and the territory is the World.

Mass Market License:

This is a license for Mass Market use. It includes Synchronization ("Sync License") and Mechanical Rights for use on products for sale or give away, all rights included in the Standard License, plus national and world wide radio/TV broadcast, multiple location music-on-hold, multiple web sites (although not in a "website template"), reproduction of an unlimited number of items for sale or give-away, Theatrical Release and internet video sites including YouTube commercial rights license with YouTube Partner 'Revenue Sharing'. The license lasts In Perpetuity and the territory is the World.

What you cannot do with our music, EVEN under the Mass Market License:

You may not trade in the music itself:

You may not trade in the music, i.e. to sell it as a music track, include it on a music CD for sale, offer it for sale or licensing through a web site, or other means of trading in the music as a music product.

You may not include our music with a Website Template:

You may not include our music in a Website Template which is subsequently offered for sale to multiple end-users. You may however use our music in a unique website that you build for your client (one end-client).

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You may not create derived works:

You are not allowed to *create derived works* of our music. What this means is that if you are a musician, music producer, rapper, singer etc, you cannot buy our music, add your own voice/instruments, and then treat that as your own music. What you are doing then is to create new music that is partially built on our music. This is known as "creating derived works" and it is not allowed under ANY license type.

You **are** however allowed to use our music as background music and add your spoken voice over the music in products such as healing/meditation tapes, self-help tapes, audio-books and similar. Here, even though you have added your voice over the music, you have not created new music based on our music - you haven't created derived musical works - so these uses are fine. In such products, you may not leave our music playing "naked" (without voice over) for any more than 30 seconds at a time.

Types of uses that require special licensing:

There are two types of use that we accept, but not under our Standard or Mass Market Licenses:

- **Web Applications License:** This license is required if you have a web application where you keep our music on your server and offer our music as part of a service for your customers/users. For example, a site where people can upload their own photos and video clips to create unique, customizable videos with music. Or, a greeting cards site where people can combine animations, music, text etc. to create a greeting card to send to their friends and family. This would in fact be considered re-distribution of our music to your users and this is not allowed under our Standard License or Mass Market License. For this type of use you need the Web Applications License.
- **Giveaway Promotions License:** This license is required if you are creating a music CD to give away for free as a promotional gift (for example, you want to include a free music CD as a bonus gift to somebody who buys a product from you, or just as a gift to your clients). For this type of use you need a Giveaway Promotions License, which you can find more info about on the giveaway promotions license page.
 - Please note that if you add your voice over the music (say, a therapy CD or self-help CD with spoken words mixed over the music), and then give away that CD, this is okay under our Standard License and Mass Market License. It's only CD's created with *only music*, where the music is used "naked", that you need the Giveaway Promotions License.

Broadcasting and cue-sheets:

Most (not all) of our composers are members of Performance Rights Organizations (PRO's). Whenever their music is broadcast on TV or radio, you are required to fill in a cue-sheet and hand this cue-sheet over to the broadcasting company along with your film/program. This represents no additional cost, neither to you, nor to the broadcaster, but it is very important to our composers. If

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you want to know more about this, please read our notes about cue sheets and public performance: <http://www.shockwave-sound.com/cue-sheets.html>

YouTube, MySpace, Google Video and similar video sites

You may use our music in videos and post the videos to sites like this. Under the Standard License you can upload amateur and professional YouTube videos, but without collecting revenue through the YouTube Partner 'Revenue Sharing' program. Our Mass Market License also includes Commercial Rights for YouTube and you can collect revenue through the YouTube Partner Revenue Sharing program.

Flash games and other freeware/shareware online games:

A lot of games are being developed today which are free to play, but are Ad-sponsored and thus somewhat commercial even though they are not "sold" directly to the playing public. The license type required by these games depends on the amount of Ad revenue or sponsorship earned by the game. A game with income of up to USD 750 (or equivalent in other currency) needs only our Standard License. A game with income of more than USD 750 (or equivalent in other currency) needs our Mass Market License. If you don't yet know how much revenue your game will make, you can start with the Standard Licensee, and then come back and upgrade to the Mass Market License if and when necessary. (Click "add to cart" on the product and then choose the "Upgrade" option).

Note on EU based websites:

Websites belonging to European companies (UK, Germany, Italy, etc) may be subject to broadcasting fees payable to that country's Performance Rights collection society if "Performance Rights Organization" (PRO) music is being played on the website. This means that even if you buy a license from us, you also need to buy a license from your own country's Performance Rights Organization for the right to "broadcast" the music from your website.

This only applies to businesses in the EU using music on an EU based web site, and it only applies to PRO registered music. You may still avoid such fees by choosing "[Non-PRO music](#)" from our catalogue. "Non-PRO" means that the composer is not a member of a Performance Rights Organization and that music will not be subject to any fees / performance rights.

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Note on German trade shows:

In Germany the organization GEMA collects money from businesses playing music in public at trade fairs. Typically in most of the world, the *venue* would already have a license which covers the companies that display at the trade shows, but in Germany there are some occasions where it's the company that has the booth where music is played, that has to pay a GEMA fee. This fee is typically €30 per day to play music from a big screen at your booth. To completely avoid any chance of having to pay a GEMA fee when playing music at a German trade show, you can use music by those of our composers who are not members of any performance rights society (Non-PRO music).

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. (See "You may not create derived works" above).

Credits:

Except where practically impossible or unfeasible, the composer shall always have a credit for his work. Crediting Shockwave-Sound.com is not required, but appreciated.

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 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.

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Representation and Warranties:

Shockwave-Sound.Com represent and warrant that we are the lawful licensor or agent of licensor of the music and have the full right and authority to enter into this Agreement and to grant you all of the rights and licenses herein granted.

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: <http://www.shockwave-sound.com/contact.html>

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