



## OOK AUDIO

### LICENCE

#### 1. GRANT AND SCOPE OF LICENCE

- 1.1 In return for payment by you of the price and you agreeing to our terms of sale and these terms, we grant to you a non-exclusive licence to use the Track in perpetuity (forever) on these terms.
- 1.2 When downloading Tracks from [www.ookaudio.com](http://www.ookaudio.com) (our site), you agree to the following:
  - (a) **Not to sell or distribute Tracks (in whole or in part) as standalone products.** You are not allowed to use our Tracks alone on any physical products, or downloadable files, or any other formats, or offer them for sale or licence through a website or any other means of trading. This is not allowed under any of our licences. Tracks must always be used in conjunction with another work (your **Project**), for example, film, game, app, Slideshow (with a minimum 6 slides), installation, presentation, show/event, audio book.
  - (b) **Not to create new versions, or derivative works of our Tracks (in whole or in part).** You are not allowed to buy our Tracks and then add your own voice, instruments and/or sounds and then call them your own work. You are not allowed to sample our Tracks. You are not allowed to alter or modify any of the elements of our tracks (for example harmonic structure, lyrics, melody) beyond basic editing (for example start and end points).
  - (c) **Not to use the Tracks (in whole or in part) in a manner that violates any law in the territory of use or in a manner that is or could be deemed to be offensive.**
  - (d) **Not to allow anyone else to use the Tracks for anything described under 1.2(a) to 1.2(c) above.**
- 1.3 You also agree to abide by the provisions of the licence you choose:

LICENCE PURCHASED	EVERYDAY	PRO
Number of projects	Unlimited	Single named Project
Territories (AKA number of countries)	Unlimited	Unlimited except where specified in this table
Streaming and Downloading	<b>Online streaming for personal or corporate use</b> YouTube (including monetisation subject to restrictions), Vimeo, websites, social media. Free podcasts, free audio books, free apps (including gaming apps) that do not contain in-app purchases.	
Advertising	Online advertising only	Online advertising, TV (including on demand), radio, cinema, out-of-home, trade fairs and store displays. <b>Single Territory only</b>
Videos / DVDs / Slideshows	<b>Internal non-commercial use</b> Including internal / corporate, wedding, educational, community uses. (see below for <b>Revenue Generating</b> use)	
Film / Theatre	<b>Non-commercial use</b> Including film, theatre, educational, community, festivals (see below for <b>Revenue Generating</b> use)	
TV / Radio	X	TV: film, single TV series (including on demand), news. Radio. <b>Single Territory only.</b>
Point - of - Sale	X	Trade fairs, exhibitions, showroom displays, shopping centres. <b>Single Territory only.</b>

<b>Revenue Generating Products: physical and digital</b>		
<b>Revenue generating physical products / downloads</b> e.g. Podcasts, videos, DVDs Slideshows, audiobooks, apps (including free apps that contain in-app purchases) and games.	Up to 7,500 units of revenue-generating products.	Unlimited units of revenue-generating products. Unlimited units of revenue-generating films and theatrical productions with a budget < US\$2M.
<b>Revenue generating films / theatrical productions</b>	Up to 1,000 copies / downloads	Unlimited copies / downloads of productions with a budget <\$2M.
<b>Online gaming</b>	<b>X</b>	✓

### THE FOLLOWING TERMS APPLY TO ALL LICENCE TYPES

#### 2. OWNERSHIP

- 2.1 When you licence a Track from us, you have the right to use it according to the type of licence you have purchased. We remain the owner of the Track and all the rights contained in it. We retain the right to sell licences of the Track to other people.
- 2.2 You may use the Track in accordance with the terms of the licence you have purchased. You may not claim ownership of it or make it available through any content detection or registration system even if it is synchronised to your own project.
- 2.3 Everyday licences cannot be transferred.
- 2.4 If you are creating content for a client and have entered their details during the Pro licence purchase process, their details will appear on the Pro licence as licence holder. This allows you to transfer the licence to your client. You cannot transfer a Pro licence to anyone else.

#### 3. CREDITS

- 3.1 We expect you to use your best efforts to accompany your Project with their details and our site, as follows: "Music provided by [Name of Composer]/ oook.audio.com".

3.2 If your Project is online, then we expect you to use your best efforts to include a hyperlink in the credit to our site. For Projects used elsewhere and where crediting is customary, unless other hyperlinked credits are provided, your link need not be hyperlinked.

3.3 If we find that you have used one of our Tracks and not credited the composer and us, then we will write to you and ask you to do so. If you do not use your best efforts to add the credit when asked to do so, we reserve the right to revoke your licence.

#### **4. PUBLIC DOMAIN**

4.1 Some of our Tracks are described as Public Domain works as we believe that they are no longer protected under UK copyright. We offer no guarantee that this is the case and you are solely responsible for checking the copyright status of these Tracks for use in the UK and elsewhere.

4.2 You are responsible for making sure that you obtain any additional licences that you may require to use these Tracks.

#### **5. REMOVAL OF TRACKS**

5.1 We may at any time and for any reason, stop licensing a Track on our site.

5.2 If we believe that one of our Tracks may be infringing another person's rights then we will remove the Track, and may require you to stop using the Track. If this happens we will contact you and ask you to remove the Track from any location it is stored whether that is physical, electronic, permanent or temporary. If necessary, we will ask that your clients do the same. We will ask you to confirm in writing that you (and if necessary, your clients) have done this.

5.3 If we ask you to take any of the steps described at clause 5.2 above, then we will provide you with a replacement Track at no further cost to you but subject to these terms and our terms of sale.