

## License agreement

This License Agreement describes the general conditions of use of the copyright Files available on the platform ..... (hereinafter the "Platform"). By downloading the Files the Customer accepts and agrees to the following conditions indicated in this Agreement. At the same time the administrator of the platform indicates that individual suppliers of copyright Files may have their own conditions of use of copyright Files that are available for downloading. In connection with the above before purchasing particular copyright Files the user is obliged to acquaint himself with the content of particular licences.

### § 1

#### Definitions

Whenever the following terms are indicated in this Agreement, they shall be interpreted as follows:

1. **Files** - means all musical materials made available for licensing and downloading on the platform, which fulfil the conditions of a work in the meaning of copyright law. The term Files shall be understood as both the whole Files and a fragment of it, as well as its individual components;
2. **Derivative Files** - means copyright material derived or developed from the Files. Derivative Files is the result of translation, change, arrangement, processing or other modification of the Files;
3. **Dependent Files Creator License** - means the license granted to Licensee for the Dependent Files created by Licensee in connection with the terms of this Agreement;
4. **Licensor** - means the person or entity having full copyright to the Files, which allows the use of the Files under this License;
5. **Licensee** - means a person or entity entitled to use the Files on the basis of a license;
6. **License** - means the current version of the license agreement;
7. **Field of Exploitation** - means the manner of use of the Files covered by this Agreement;
8. **Agreement** - means the digital service available at ....., allowing consumers and businesses to conclude online agreements to purchase licenses to Files via the Platform;

9. **Administrator of the Platform** - the entity managing the Platform - Rafał Olszewski running a business under the name Rafał Olszewski with its registered office in Krakow, Kuźnicy Kołtatajowska 36/32, 31-234 Kraków, TAX no.: PL 6572749222

## § 2

### **Subject of the Agreement**

1. The subject of this Agreement is the Files or package of Files purchased via the Platform (license purchase).
2. Licensee enters into this Agreement with Licensor via a Platform Administrator authorized by Licensor to enter into this Agreement on its behalf.

## § 3

### **Scope of the license**

1. Licensor grants the Licensee a non-exclusive, territorially unlimited and non-transferable license to the Files/package of Files purchased via the Platform, in the following export fields:
  - a) recording and multiplication by digital and analogue techniques, regardless of the recording format and medium, size, form, introduction into computer memory, making copies of such records and their archiving - including with the use of cloud solutions and blockchain;
  - b) within the scope of trading the original or copies on which the Files has been recorded, introduction to the market, lending or rental of the original or its copies, including in particular digital copies;
  - c) public performance, reproduction, display, broadcasting with the use of wire and wireless vision and sound by terrestrial and cable stations and rebroadcasting;
  - d) making the Files or parts parts of the Files available to the public in such a way that everyone can have access to it in a place and at a time individually selected by them, in particular on the Internet, in other networks for telephone, data communications, multimedia and computer networks, interactive use,

making available by means of streaming media and blockchain (e.g. NFT) and in whole and/or in parts by means of new technologies, including streaming, on demand access and making available for download.

2. The Licensee obtains the right to use the Files in the fields of use specified in clause 1 a-d when the license fee is paid. The time of payment shall be deemed as the confirmation of payment on the Administrator's of the Platform account.
3. The Licensee is not entitled to grant further sublicences to third parties.
4. In the scope of this Agreement, the Licensee is entitled to use the Licensed Files for commercial and non-commercial purposes.
5. The Licensee is not entitled to sell, transfer or otherwise assign this Agreement or individual rights arising from it.
6. This license is excluded in the event that the Licensee undertakes activities competitive to the Licensor and the Platform Administrator, including in particular the use of the Files (in whole or in part) in the creation and distribution of Sample Packages, virtual instruments, music libraries, subscription services, application content (mobile or other). The Licensee may not use the Files in a way that may infringe the economic interests of the Licensor or the Platform Administrator.

#### **§ 4**

##### **Licence duration**

1. The License is granted for 5 years, counted from the date of the first download of the Files via the Platform.
2. If 30 days before the end of the period referred to in § 4.1 of this Agreement neither of the Parties gives a statement of termination, the license shall be automatically extended for another 5-year period.

#### **§ 5**

### **Derivative copyright**

1. Within the scope of this Agreement, the Licensor grants the Licensee permission to exercise derivative copyrights.
2. The permission to exercise derivative rights referred above includes the fields of exploitation indicated in §2.1 of the License. The permission is valid for the entire duration of the license and after its expiration.
3. In the scope of derivative Files, the Licensor is relieved of the obligation to indicate in the Derivative Files the licensor's authorship and the name of the original File.
4. The Licensee is not entitled to permit third parties to exercise the licensor's derivative copyrights.

### **§ 6**

#### **Author's moral rights**

During the duration of this agreement, the Licensor undertakes to not exercise his moral rights to the Files, in particular with regard to designation of authorship, inviolability of the content and form of the Files and supervision of the use of the Files.

### **§ 7**

#### **Termination of the contract**

1. In the case of a violation of this Agreement, the Licensor or Administrator of the Platform acting under the authority of the Licensor has the right to terminate this Agreement with immediate effect.
2. If the Licensor or the Administrator of the Platform terminates the Agreement because of flagrant violation of the terms of this Agreement, the Licensee is obliged to immediately delete the Files and all backup copies of the Files saved on computer memory or other media.

### **§ 8**

## **Contact**

Contact with the Licensor is made by email through the Administrator of the Platform.

(administrator's contact details)

## **§ 9**

### **Final provisions**

1. In the case that any of the clauses of this Agreement, by operation of law or by a final decision of any administrative authority or a common court of law, is found to be invalid or ineffective, the remaining clauses of the Agreement shall remain in force.
2. Any changes to the terms of this Agreement require written form under pain of invalidity.
3. In matters not regulated by this Agreement, the regulations of the Polish Civil Code and the Polish Act on Copyright and Related Rights shall apply. The law applicable to this License is the law of the Republic of Poland.
4. The terms and scope of the License may be changed and modified, in particular, if it is necessary to adapt this Agreement to current legislation. The Platform Administrator has the right to implement any changes or modifications without prior notice to the Customer. The Licensee is obligated to review the current version of the Agreement.
5. Use of the Files in a manner that is contrary to the terms and conditions of this Agreement may result in criminal or civil accountability as provided in the provisions of the Copyright and Related Rights Act.