

## **Licence stipulation for the use of the musical recordings**

### **§ 1 Rights**

1. The copyright of all musical recordings (hereafter "musical works") offered by SOUND TAXI are protected by the copyright law of the Federal Republic of Germany, international agreements as well as other applicable local and international legislation. The customers of SOUND TAXI do not become the owner of the musical works, but obtain a licence for the use of the musical works in accordance with the following licence stipulations.
2. All musical works offered by SOUND TAXI are free of claims or rights of local or international collecting societies. Furthermore, SOUND TAXI declares that no rights of third persons are in contradiction of the exploitation of the musical works within the framework of these license provisions. This concerns in particular but not conclusively the copyright and ancillary copyright (performance rights) of the creator or artist involved in the production and/or adaptation of the musical works.

### **§ 3 Acquisition and Scope of Rights of Usage**

1. By paying the full licence fees, the SOUND TAXI customer acquires a non-exclusive and non-transferable right of usage for the private or commercial use of a musical work within the framework of a "project", to be more closely specified by the customer. Insofar as no other agreements are concluded, the customer is granted the unlimited right of usage in terms of time and locality within the framework of the specified project.
2. SOUND TAXI customers are not entitled to grant a sub-licence to a third party for the use of the musical works. Furthermore, it is prohibited to transfer the rights of usage acquired in terms of these licence stipulations to a third party.
3. The musical works may only be used by the customer for a project within the framework of one of the following listed "licence groups", which the customer selects with the order.

SOUNDTAXI offers rights of usage within the framework of the following licence groups:

a) Licence Group 1

- **Internet Site** (a specific internet site, the licence is not transferable to other internet sites and/or banner ads for the particular internet site) *or*
- **Private Podcast** (Podcast announcement of a private person) *or*
- **Music On Hold** (used for a telephone holding loop, telephone advertising, etc. for a household or a business. Branch offices need additional licences) *or*
- **School/Study Project** (non-commercial school performances, events, etc.) *or*
- **Acoustic Irradiation of an Exhibition Stand or of an Event** (a licence is needed per exhibition/event) *or*
- **Multimedia Presentation** (used for one presentation. For additional presentations additional licences are needed) *or*
- **Second Life** (acoustic irradiation of a house or a business at Second Life) *or*
- **YouTube/video sites** (used for (only) one video posted on the internet).

b) Licence Group 2

- **Exhibition or Image Film** *or*
- **Commercial Podcast** (Podcast announcement of a business and/or in connection with business traffic) *or*
- **Online Advertising** (use within the framework of banner ads, etc.) *or*
- **Mechanical or Virtual Reproductions with a circulation/edition up to 1 000 each.**

c) Licence Group 3

- **Radio/Film Broadcast National** (Radio spot or film in a specific country, excluding TV, cinema or film advertising spots and/or advertising on DVD/Video) *or*

- **Mechanical or Virtual Reproductions with a circulation/edition up to 10 000 each.**
- d) Licence Group 4
- **Radio/Film Broadcast Worldwide** (Radio spot or film worldwide, excluding TV, cinema or film advertising spots and/or advertising on DVD/Video) *or*
  - **Mechanical or Virtual Reproductions with a circulation/edition up to 50 000 each.**
- e) Licence Group 5
- **Advertising Spot** (Broadcast on TV, in cinema and on DVD/Video worldwide).
- f) Licence Group 6
- **Acoustic Irradiation Licence** (audio CD with several musical works for acoustic irradiation of commercial or public spaces, e.g. business premises, exhibitions, events)
4. Forms of usage over an above Section 3 – regardless of what nature – need the prior permission of SOUND TAXI in writing.
5. Incidentally, the concession of rights of usage also comprises the right to convert the musical works technically into the required format according to the particular technical requirement of a project, to store and to compress it, and/or to unpack it. Furthermore, it is allowed – taking into account the personal rights of the artist and creator – to shorten the musical works.

Excluded are remixes, samples, cover versions as well as revised versions as regards contents, modifications and adaptations of the musical works. Incidentally, the copyright and ancillary copyright (performance rights) to the musical works also with permitted adaptations and modifications remain with the relevant copyright holder. Therefore, modified musical works may not be distributed or sold by the customer under his own name.

6. In addition, the musical works may not be used, circulated or made available within the framework of music archives or music data banks. The use of the musical works as advertising templates is also prohibited.

The musical works may not be sold as a standalone product or distributed under any other name. A reproduction of musical works or parts thereof for the purpose of stand-alone onward forwarding or of newly licensing it, both in existing and in adapted form (processing, arrangement, cover version, etc.), is prohibited.

In addition, it is also prohibited to offer the musical works to third persons within the framework of exchange markets or electronic peer-to-peer file sharing networks as downloads or to make it available in any other form.

Furthermore, usage that contravenes the laws of the Federal republic of Germany, the European Union, or is harmful to the public order or to public morality is not allowed. This applies especially for uses which are racist, which glamorizes violence or which is in violation of the constitution.

7. In case of infringements of the above-mentioned licence stipulations SOUND TAXI reserves the right to initiate civil and penal proceedings.

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