

ALEKS ZEN PRODUCTIONS

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING AN ALEKS ZEN BEAT. BY CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING A BEAT, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, DO NOT CLICK THE "ACCEPT" BUTTON OR DOWNLOAD AN ALEKS ZEN BEAT.

1. What these terms cover

These are the terms and conditions on which we supply products to you.

2. Why you should read them

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

3. Information about us and how to contact us

Who we are

- i. The Aleks Zen Beat website is operated and maintained by or on behalf of Aleks Ozols, 1 Avenue Crescent, Acton, London W3 8ES, trading as Aleks Zen Productions (the "Company", "we", "us", or "our"). You may contact us at: contact@alekszen.com
- ii. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

4. Our contract with you

- i. Our acceptance of your order will take place when we e-mail you to accept it, at which point a contract will come into existence between you and us.
- ii. If we are unable to accept your order, we will inform you of this and will not charge you for the product.
- iii. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

5. Licence definitions

Our product, the Aleks Zen Beat, is licenced, not sold, to you by us for use strictly in accordance with these terms and conditions. The term "Aleks Zen Beat" shall refer to and consist of the following:

- i. the recorded sounds, words, noises, beats, rhythms, instrumentals available for download on our website ("recordings");
- ii. the underlying musical compositions of the recordings ("compositions");
- iii. the new recording into which you insert or interpolate the Aleks Zen Beat shall be called the "New Recording" and;

- iv. the underlying musical composition of the New Recording shall be called the "New Composition".

6. Your right to use the Aleks Zen Beat and any restrictions on use

We grant you the following depending on the type of the licence you purchase:

A. MP3 Licence

This is a revocable, non-exclusive, non-transferable, right to reproduce, manufacture, sell and distribute the Aleks Zen Beat, which shall consist of a 320 kbps MP3 file with a vocal tag at the beginning, solely as part of a New Recording throughout the world, in perpetuity, in all sound-only phonograph record formats.

The MP3 licence shall be subject to the following restrictions:

- i. You must not sell, give away or otherwise distribute more than four thousand (4000) units (digital or physical) of the New Recording and if you wish to exceed this number you must contact us for permission and agree to a new licence. For the avoidance of doubt, 100 stream equals 1 unit for the purposes of this cap;
- ii. You are not entitled to re-sell the Aleks Zen Beat or any part thereof other than as part of a New Recording and New Composition and not for example looped in isolation;
- iii. You may not make any other use of the Aleks Zen Beat without our express written consent (including without limitation, the granting of any so-called "master-use", synchronisation or soundtrack album licences);
- iv. You may not "monetize" the Aleks Zen Beat in any way, including on your New Recording, for example by monetizing on media platforms such as YouTube and nor are you allowed to include the Aleks Zen Beat in a "paid for" performance e.g. live PA or gig;
- v. We shall be entitled to collect 100% of all broadcast income and you hereby agree that from the date of creation of the New Composition (i.e. after you have used the Aleks Zen Beat) you hereby irrevocably assign to us a 100% (one hundred per cent) unencumbered copyright ownership interest in and to the New Composition and any and all versions thereof (including but not limited to all remixes and edits) and all rights therein, throughout the universe and in perpetuity (including but not limited to all copyright renewals, extensions and reversionary interests). You must promptly register our 100% share of broadcast and public performance income with PPL (or its overseas equivalent) and our 100% share of the New Composition with PRS (or its overseas equivalent);
- vi. You acknowledge that we hereby reserve the right to licence and be paid mechanical royalties at the standard industry rate or the full statutory rate, as applicable. Subject to your full compliance with the terms of this licence we hereby grant you a mechanical licence in respect of our interest in the New Composition in each territory of the world at the standard industry rate or the full statutory rate, as applicable;
- vii. You must credit the use of the Aleks Zen Beats as follow: - "Sample licenced from "Aleks Zen" and if possible we would like you to credit us as follows: "Produced by Aleks Zen".

B. WAV Licence

This is a revocable, non-exclusive, non-transferable, right to reproduce, manufacture, sell and distribute the Aleks Zen Beat, which shall consist of a 320 kbps MP3 file with a vocal tag at the beginning and an untagged 16 bit WAV file, solely as part of a New Recording throughout the world, in perpetuity, in all sound-only phonograph record formats.

The WAV licence shall be subject to the following restrictions:

- i. You must not sell, give away or otherwise distribute more than eight thousand (8000) units (digital or physical) of the New Recording and if you wish to exceed this number you must contact us for permission and agree to a new licence. For the avoidance of doubt, 100 stream equals 1 unit for the purposes of this cap;
- ii. You are not entitled to re-sell the Aleks Zen Beat or any part thereof other than as part of a New Recording and New Composition and not for example looped in isolation;
- iii. You may not make any other use of the Aleks Zen Beat without our express written consent (including without limitation, the granting of any so-called "master-use", synchronisation or soundtrack album licences);
- iv. We shall be entitled to collect 100% of all broadcast income and you hereby agree that from the date of creation of the New Composition (i.e. after you have used the Aleks Zen Beat) you hereby irrevocably assign to us a 75% (seventy five per cent) unencumbered copyright ownership interest in and to the New Composition and any and all versions thereof (including but not limited to all remixes and edits) and all rights therein, throughout the universe and in perpetuity (including but not limited to all copyright renewals, extensions and reversionary interests). You must promptly register our 100% share of broadcast and public performance income with PPL (or its overseas equivalent) and our 75% share of the New Composition with PRS (or its overseas equivalent);
- v. You acknowledge that we hereby reserve the right to licence and be paid mechanical royalties at the standard industry rate or the full statutory rate, as applicable. Subject to your full compliance with the terms of this licence we hereby grant you a mechanical licence in respect of our interest in the New Composition in each territory of the world at the standard industry rate or the full statutory rate, as applicable;
- vi. You must credit the use of the Aleks Zen Beats as follow: - "Sample licenced from "Aleks Zen" and if possible we would like you to credit us as follows: "Produced by Aleks Zen".

C. Exclusive Licence and Custom Made Beats

An exclusive, transferable, right to reproduce, manufacture, sell and distribute the Aleks Zen Beat, which shall consist of a 320 kbps MP3 file with a vocal tag at the beginning, an untagged 16 bit WAV file and all the beat's "tracked out" WAV files, for use in all media throughout the world, in perpetuity, in all audio and audio visual formats, e.g. by way of synchronisation licences.

The Exclusive Licence and Custom Made Beats shall be subject to the following restrictions:

- i. You must not sell, give away or otherwise distribute more than thirty thousand (30,000) units (digital or physical) of the New Recording and if you wish to exceed this number you must contact us for permission and agree to a new licence. For the avoidance of doubt, 100 stream equals 1 unit for the purposes of this cap;
- ii. You are not entitled to re-sell the Aleks Zen Beat or any part thereof other than as part of a New Recording and New Composition and not for example looped in isolation;
- iii. We shall be entitled to collect 50% of all broadcast income and you hereby agree that from the date of creation of the New Composition (i.e. after you have used the Aleks Zen Beat) you hereby irrevocably assign to us a 50% (fifty per cent) unencumbered copyright ownership interest in and to the New Composition and any and all versions thereof (including but not limited to all remixes and edits) and all rights therein, throughout the universe and in perpetuity (including but not limited to all

copyright renewals, extensions and reversionary interests). You must promptly register our 50% share of broadcast and public performance income with PPL (or its overseas equivalent) and our 50% share of the New Composition with PRS (or its overseas equivalent);

- iv. You acknowledge that we hereby reserve the right to licence and be paid mechanical royalties at the standard industry rate or the full statutory rate, as applicable. Subject to your full compliance with the terms of this licence we hereby grant you a mechanical licence in respect of our interest in the New Composition in each territory of the world at the standard industry rate or the full statutory rate, as applicable;
- v. You acknowledge that prior to the grant of this licence we may have previously granted either an MP3 or WAV licence to other licensees and your exclusivity is subject to these other licences. We confirm that we will not extend any of these licences once you have been granted an Exclusive Licence or continue to make them available for download.
- vi. You must credit the use of the Aleks Zen Beats as follow: - "Sample licenced from "Aleks Zen" and if possible we would like you to credit us as follows: "Produced by Aleks Zen".

D. Free Aleks Zen Beat

A revocable, non-exclusive, non-transferable, right to reproduce, manufacture, distribute the Aleks Zen Beat, which shall consist of a 320 kbps MP3 file with a vocal tag at the beginning and end of the track, solely as part of a New Recording throughout the Territory, in perpetuity, in all sound-only phonograph record formats. You shall not sell, give away or otherwise distribute or exploit the New Recording and licence is for so called "demo" use only.

7. Providing the Aleks Zen Beat

- i. We will make the Aleks Zen Beat available for download by you soon as we accept your order.
- ii. If our supply of the Aleks Zen beat is delayed by an event outside of our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- iii. The Aleks Zen Beat will be your responsibility from the time you download it to your server and the licence will become effective once we have received payment in full.

8. Changing your mind (Consumer Contract Regulations 2013)

- i. For most products bought online you have a legal right to change your mind within 14 days and receive a refund. However, you do not have a right to change your mind in respect of digital products such as the Aleks Zen Beat after you have started to download or stream them.
- ii. However, you have 14 days after the day we e-mail you to confirm we accept your order, or, if earlier, until you start downloading or streaming to change your mind. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9. How to end the contract with us (including if you have changed your mind)

- i. To end the contract with us, please let us know by e-mailing us at contact@alekszen.com. Please provide your name, home address, details of the order and, where available, your phone number and e-mail address.

- ii. We will refund you the price you paid for the Aleks Zen Beat provided you have not started to download the same. Your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

We may end the contract and terminate the licence at any time by writing to you if:

- i. you do not make any payment to us when it is due;
- ii. you do not notify us promptly that you are about to exceed the distribution limits at clause 6. A, B, C and D above, or within a reasonable time of us asking for details of your distribution;
- iii. you fail or refuse to register our interest in the New Recording and/or the New Compositions as set out in clause 6 above; or
- iv. you are in breach of any other of your obligations set out in the Terms and Conditions.

If we end the contract in the situations set out in the clauses, we will be entitled to claim reasonable compensation for loss and damage we will have suffered from your breach including any reasonable legal costs in recovering such losses and damages.

11. If there is a problem with the Aleks Zen Beat

If you have any questions or complaints about the Aleks Zen Beat, please contact us at contact@alekszen.com and we will do our best to fix it.

12. Summary of your legal rights

The Consumer Rights Act 2015 provides that digital content must be as described, fit for purpose and of satisfactory quality and if the digital content is faulty, you are entitled to a repair or a replacement. If the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back. If you can show the fault has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation.

13. Price and payment

- i. The price of the Aleks Zen Beat (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Aleks Zen Beat advised to you is correct.
- ii. If the rate of VAT changes between your order date and the date we supply the Aleks Zen Beat, we will adjust the rate of VAT that you pay, unless you have already paid for the Aleks Zen Beat in full before the change in the rate of VAT takes effect.
- iii. We accept payment with PayPal and all major credit cards as indicated on the order. You must pay for the Aleks Zen Beat before you download them.

14. Our responsibility for loss damage suffered by you

- i. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

- ii. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- iii. The licence for the Aleks Zen Beat is intended for domestic and private use. If you use the Aleks Zen Beat for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. How we may use your personal information

- i. We will use the personal information you provide to us to supply the Aleks Zen Beat to you and to process your payment for the Aleks Zen Beat, if you agreed to this during the order.
- ii. We will only give your personal information to third parties where the law either requires or allows us to do so.

16. Other important terms

- i. We may transfer our rights and obligations under these terms to another organisation.
- ii. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- iii. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- iv. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- v. These terms are governed by English law and you or we must bring legal proceedings in the English courts.