



# SINIMA BEATS

Company: SINIMA BEATS  
Email: license@sinimabeats.com

# PDF LICENSE

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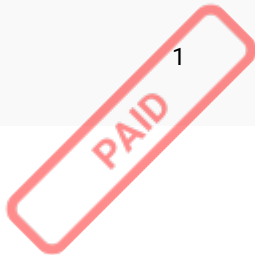
## CUSTOMER

Name: Recording Artist  
Email: no\_reply@sinimabeats.com  
Address: 1 Recording Studio Dr, New York, New York, 10027, United States

## PAYMENT INFORMATION

Shopify Payment  
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Items	Qty	Price	Subtotal
 <b>Written in the Stars</b> License Option: Premium	1	\$74.95	\$74.95



<b>Subtotal</b>	\$74.95
<b>Grand total</b>	<b>\$74.95</b>

# SONG RECORDING LICENSE™

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**Commercial Use.** We hereby grant you a non-exclusive, non-transferable license to utilize our beat(s) from our catalog for personal or commercial purposes, strictly in accordance with these Terms of Use.

**Audio Formats:** All license options include access to broadcast-ready WAV (16-Bit Stereo, 44.1 kHz or higher) and MP3 files (bitrate of 125-175 Kbps) of the complete stereo mix of the full beat. By "broadcast-ready," we mean files that are free from vocal advertisements or voice tags. It is strictly prohibited to commercially release or distribute your Song Recording using any tagged or demo version of the beat. For 'Beats with Vox,' which feature vocal elements, additional instrumental versions are included.

Additionally, the Premium and Unlimited License options provide access to STEMS, which can be downloaded as a compressed zip file. Each stem will be available in 16-Bit Stereo, 44.1 kHz format or higher. For clarification, STEMS (also known as "track outs" or "multi-tracks") consist of isolated instrument layers that comprise the entire beat, including elements such as kick, hi-hat, snare, bass, and vocals, all sharing a SMPTE start time of 00:00:00.

For further information regarding audio formats, please refer to the compatibility page at: [Compatibility Page](#).

**Term.** The "SONG RECORDING LICENSE™" shall expire upon the full exhaustion of the distribution or streaming limit, applicable to the Lease and Premium options. You may [upgrade](#) your license to a commercial-use option by paying the difference in cost. In contrast, the Unlimited License does not expire, as it carries no distribution or streaming limits.

**Purpose.** We are pleased to grant you access to our beats. You are authorized to download and utilize these beats for the purpose of creating your own Song Recording. It is essential that you incorporate your own vocals, lyrics, melodies, or otherwise employ the beats in a manner consistent with the Permissible Use guidelines set forth herein. The sole exception to this requirement is the use of our music as background audio in your own video or film project, which may be permitted without the addition of original content. We appreciate your selection of our beats and your commitment to adhering to these guidelines.

**Permissible Use:**

- Contribute vocals and instruments to the beats
- Adjust the arrangement, length, tempo, and pitch of the beats
- Collaborate with another recording artist
- Commercially use the beats for live performance at public venues
- Use the music as a soundtrack in your own video or film project
- Manufacture and mass-produce Song Recording for commercial distribution
- Sell the song digitally and physically (CDs, vinyl, digital downloads)
- Create and share a music video to promote the Song Recording
- Market finished project via websites, social media, radio, apps, etc.
- Replace Vox with an alternate singer, using the same lyrics (if applicable)

**Royalty-Free:** The licensed beat(s) are 100% royalty-free, permitting you to retain all earnings from your project, including CD sales, streaming, monetization, radio, applications, and websites. However, please be aware that certain limitations apply to commercial-use units sold or streaming revenue based on the number of streams, specifically pertaining to the Lease and Premium License options. For comprehensive details regarding these limitations, please refer to the "License Options" section of this document.

**Credit:** We appreciate your selection of SINIMA BEATS™ for your song recording and thank you for your support and respect for our work. Proper credit attribution should be provided using one of the following formats: "Music by SINIMA BEATS" or "Produced by SINIMA BEATS." If the beat was produced by a third-party producer, their name can be found on the product page and in the title of the downloadable beat.

You may include credit in any appropriate or customary location, and it may be omitted where it is not feasible. Please refrain from listing the Producer's name as a "featured artist," as this is not permissible and may lead to confusion.

\* You are advised not to credit the vocalists' names, as they generally prefer to remain anonymous unless explicitly specified or with prior written permission. We appreciate your understanding and compliance with these guidelines.

**Copyright.** It is imperative to observe certain guidelines to respect our rights and mitigate any potential legal issues. You are prohibited from registering, or allowing any third party to register, the Musical Composition itself ("Instrumental") with any Copyright Office in the United States or elsewhere.

To protect your own creative contributions, you may register your written lyrics in text form and/or as an acapella recording (i.e., a

Sound Recording of isolated vocals without the accompanying beat) or any additional instruments you have incorporated, provided they are distinctly separate from the original beat. This approach allows you to secure your own intellectual property rights without causing confusion or conflict with our rights and those of our Producers.

You may also register the Song Recording, contingent upon giving proper credit to the Composer (i.e., Producer) of the derivative work and including pertinent information regarding the Musical Composition ("Beat") licensed from us.

Please be advised that we reserve all rights to the beats that are not explicitly granted to you. Thank you for your understanding and cooperation.

**Commercial Distribution.** Your Song Recording is permitted for commercial distribution across various platforms, including but not limited to Spotify, Apple Music, Amazon Music, and similar services.

**Commercial Use:**

- a) For-profit tangible and/or digital copies (in either combination)
- b) For-profit/monetized streams and plays
- c) Earnings (from video projects and/or P.R.O. royalties)

**Sync Placement.** If you possess a Lease or Premium License, you are hereby prohibited from submitting your Song Recording for sync placements. Conversely, as a holder of an Unlimited License, you may share your Song Recording for sync placement opportunities, contingent upon the Publisher and TV/Film Music Supervisor's acceptance of songs utilizing non-exclusively licensed beats. It is imperative that you furnish the relevant Publisher or Music Supervisor with a copy of this "SONG RECORDING LICENSE™." All Terms of Use delineated herein remain applicable and must be strictly observed by you and any pertinent third parties. Furthermore, please be advised that utilizing the music itself (without the incorporation of added vocals) for sync opportunities is expressly prohibited; only the Song Recording (hereinafter referred to as a "Derivative Work") may be employed for such placements.

**PRO Registration.** The SONG RECORDING LICENSE™ authorizes you to register your song with a Performance Rights Organization (PRO), applicable to all license options. It is important to note that all SINIMA BEATS productions are 100% royalty-free. However, in instances involving a Third Party Producer, percentage PRO splits may apply, depending on the Producer's specific terms.

If the Producer's PRO information is available on the beat's product page (e.g., ASCAP IPI # or BMI IPI #), it is essential to include them as a recipient of writer's share splits.

For clarity: If you are the sole songwriter, you and the Producer will each receive an equitable fifty percent of the writer's share. In instances where there is a second songwriter, the share will be divided three ways, resulting in approximately thirty-three and one-third percent for each party. With a third writer, the division becomes an equal twenty-five percent each, and this pattern continues accordingly. These splits are designed to ensure that if your song achieves commercial success, all contributors receive fair compensation for their contributions to the project.

## RESTRICTIONS

**Content ID.** This license permits you to utilize the song for distribution and public release; however, it does not extend to Content ID or other optional add-on services that assert exclusive rights over the indistinguishable audio fingerprint. Similar to software licenses, this agreement is non-exclusive and shared among multiple users. Therefore, it is imperative that you adhere to these Terms to avoid any potential issues.

Furthermore, Google and YouTube's Terms of Service explicitly state: "Copyright owners must have the exclusive rights to the material that's evaluated." All SINIMA BEATS license options (Lease, Premium, Unlimited) are *non-exclusive*. YouTube's terms related to Content ID requirements can be found on the following page: [YouTube Content ID Requirements](#). We appreciate your choice of our service and wish you success with your project!

**Sublicensing.** You are prohibited from sublicensing the beat or the Song Recording, either in whole or in part. This restriction encompasses any form of sampling for music production, topline writing, ghostwriting lyrics, or the sale of the Song Recording to third parties who intend to perform it independently. We kindly ask that you respect the rights of our Producers.

**Derivative Work.** Your Song Recording is classified as a "Derivative Work." Please be advised that SINIMA BEATS™ does not review or sign any Third Party contracts or documents. Should you engage in contracts with Third Parties, it is imperative that those agreements are consistent with the Terms outlined in this Agreement. Additionally, you should provide a copy of this PDF to the relevant Third Party as needed.

**Rights Holder.** When you download a beat, please note that it is granted under a non-exclusive License for commercial use, rather than a "sold" purchase. The positive aspect of this arrangement is that it is 100% royalty-free, except in instances where PRO splits may apply, pertaining to vendors other than SINIMA BEATS. The Producer retains all rights, title, and interest in the beat provided. Your ownership pertains solely to the original vocals, lyrics, and melodies you contribute. It is important to understand that, as these elements combine, this License Agreement specifies certain guidelines that must be adhered to.

**Copyright Claim.** Should you choose to share your song on social media platforms such as YouTube, Facebook, SoundCloud, TikTok, Instagram, and similar sites, you may encounter automated copyright claims. However, please be assured that this License grants you the authority to dispute and resolve any invalid claims.

It is important to note that SINIMA BEATS™ and its Producers do not directly manage these copyright claims. The most efficient way to address any issues is to submit a dispute directly through your account dashboard on the relevant platform. Please be aware that there may be a waiting period during the dispute process while the platform reviews your claim. This PDF serves as your official proof of the necessary permissions from the copyright owner to utilize the beat(s) for your Song Recording(s).

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Facebook: <https://www.facebook.com/help/contact/1653629651334864>

SoundCloud: <https://help.soundcloud.com/hc/en-us/articles/4402637344539>

TikTok: <https://www.tiktok.com/legal/report/counternotification>

Instagram: <https://help.instagram.com/contact/497750147277190>

\* If at any time the above links are inaccurate or broken, please notify us at [feedback@sinimabeats.com](mailto:feedback@sinimabeats.com) so we can update them on your behalf.

## LEGAL

**Infringement:** We prioritize collaboration and timely resolutions. Should any issues arise, we are committed to assisting you and working together to find effective solutions. If we are unable to establish contact within a reasonable timeframe, we may need to explore alternative measures. Our primary goal is to ensure a seamless experience for all our customers. This may include the removal of a song that has been used without authorization in a separate publishing arrangement that violates these Terms of Use, such as YouTube's Content ID or any other service that attempts to exert exclusive control over the work without authorization from the copyright owner.

**Content ID.** By accepting these Terms, the customer acknowledges and agrees that, should they incorrectly submit a song for Content ID or any similar service in violation of the non-exclusive License Terms, the Distributor is obligated to promptly remove the song upon our company's request, without requiring the customer's consent. This measure is required to rectify any breach of the License Agreement and to prevent adverse impacts on our business, other customers, and the broader user community. Such notices will be sent from [copyright@sinimabeats.com](mailto:copyright@sinimabeats.com) by our Copyright Agent. Furthermore, SINIMA BEATS reserves the right to terminate your license in the event of non-compliance with these Terms. It is imperative that all users adhere to the stipulated guidelines to maintain their licensing privileges.

**Sample Clearance.** We wish to inform you that all elements comprising the beat, including instruments, effects, vocals, and other components, are cleared for your commercial release. You are not required to obtain sample clearances, as these have been managed by the Producer.

**Recordkeeping.** It is strongly recommended that you maintain copies of the downloadable files and this PDF License on a separate hard drive or through cloud storage. This PDF License serves as your official proof of commercial rights, which may be requested for verification by your distributor, publisher, or label. Please note that SINIMA BEATS™ cannot guarantee the perpetual availability of these files.

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**Amendments.** Updates to this SONG RECORDING LICENSE™ will be made periodically and posted in this document. These updates will apply only to new licenses purchased after the update date. As previously stated, the terms of the PDF License downloaded at the time of purchase will govern your use of the beats for that license. Continued use of the beats is subject to the terms of the PDF License applicable at the time of your purchase. If you do not download and print a copy at the time of purchase, the terms of the most recent updated copy shall apply.

**Dispute Resolution.** In the event of any dispute arising out of or relating to this SONG RECORDING LICENSE™, the parties agree to first attempt to resolve the dispute through informal negotiations. If the dispute cannot be resolved informally, the parties agree to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in New York City, New York, and shall be conducted in English. Any claims must be submitted within one calendar year from the time of the incident; otherwise, the claim shall be forever barred. To the fullest extent permitted by law, if any provision of this agreement is found to be unenforceable, such provision shall not affect the validity and enforceability of the remaining provisions.

## COMMUNICATION

Should you have any questions or concerns, please feel free to reach out to us at:

### **SINIMA BEATS™ Contact**

Support: [license@sinimabeats.com](mailto:license@sinimabeats.com)

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Legal Dept: [legal@sinimabeats.com](mailto:legal@sinimabeats.com)

