

General Terms and Conditions Pop-Audio Productions LC-52839

1. General/License application

The firm Pop-Audio Productions, owner all rights following mentioned PAP make the pieces of music to the exclusive right following mentioned songs for the use by licensing through this one on the home page www.popaudioproductions.com license application offered for the download the licensee at the disposal.

The use of the songs refers exclusively to the project, what is indicated in the license application. Every other use must be applied for by a new license application. It will respectively allocate the rights, which ones are selected in the license application, all other rights remain at PAP.

1.2 Right award

The following rights can be selected in the license application:

Audio visual media, Advertising, Internet appearance, Film, Private person
= only synchronization rights.

Live performance = only performance rights, demonstration rights

Music production = only production, mechanical copy and distribution

Combinations are possible, e.g. live performance and music production etc.

Rights at the name of the artists as a rule, won't transfer.

1.3 Use

The songs may not used of the licensee in projects of extremism glorifying or in the advertising being used around such organisations. Applies to projects the same which violations of human rights and discrimination of people or minorities glorifying.

Use not registered or not approved will with a penalty of least the double as in the price list prices calculates listed. Not approved use can go to further compensation claims from PAP.

1.4 Payment license fee

The license fee orientates after the respective current price list from PAP, which one as a download on the PAP website any time are available. In the license application can the amount for the project indicated in this application directly entered by the licensee.

On receipt of the license application and the approval from PAP gets the licensee an invoice per email. On receipt of the payment to PAP valid the licensing as completed.

1.5 Invoice after quantities

For the invoice after quantities or by live use of the songs the tickets must a listing of the sold tickets or pressed data CDs or audio CDs to PAP being reported.

e.g. pressing work invoice, organizer invoice etc.

If not clear how much tickets are sold you can after license.

The license application must in every case being approved and completed before the use.

2. At the disposal position of CDs, DVDs, BluRays and other data carriers

The licensee can a data carriers at the disposal which the songs of the PAP contains to be able to access it any time. This data carriers remaining property from PAP and can an any time from PAP being demanded back.

The return and compensation at damaged data carriers this one takes licensees.

PAP recommends the use of the library at www.popaudioproductions.com because of the topicality of the contents.

The songs can be there listened in high mp3 quality after the licensing this becomes in license application select audio format send PAP the licensee by download or on data carriers by mail.

3. Forbidden recordings of the Library

Recordings of the songs when playing the Library is forbidden and represent a copyright injury.

4. Liability license/internet page

All contract parties guaranty that they are authorized and have unlimited having usufructs of their works of art and they are authorize with that to conclude all contracts.

Damages of which size also always confine themselves to the sum of the licensing grand total indicated in the license application for the PAP.

PAP isn't liable for damages which one the project indicated in the license application perhaps cause also where and how.

PAP hasen't influence on the contents of the project of the licensee.

PAP isnt't liable for damages what by interlinking other web pages arising.

PAP hasen't influence on it whether an interlinked side viruses, harming software or other harmful programs contained.

5. Duties of the licensee

The licensee commits himself copies of the project mentioned in the licensee application providing on cost-free view for PAP.

This is required around the usufructs checking under item 1.3 of this GTC.

PAP reserves the right the licensing goes back when the case of forbidden use proves lets.

PAP has the right the project and the name for advertising purposes on the internet page www.popaudioproductions.com to use.

Should be changed the framework conditions of the project e.g. the expansion of the license area or the rise of the edition or concert/tour prolongation etc. requires an after-licensing this one must be handed in later.

6. Logo of PAP in the Project

So far as possible shall in the project of the licensee the logo or a note for this, that songs of the PAP have added to use in the project, being inserted.

Primarily a note must be given at films or data carriers.

7. Cancellation at breach of contract/insolvency/repayment

At breach of contract the contract can be terminated within 4 weeks if the violation of the contract isn't taken back.

At insolvency of the licensee the PAP isn't obliged to pay back the licensee fee. License fees of the PAP are never object of any insolvency mass.

Generally isn't a repayment duty for the PAP at a contract termination as far as PAP don't have the responsibility for any breach of contract.

8. End regulations

Place of jurisdiction is Erlangen. German law applies to all contract parties.

Side agreements and verbal arrangements require the in writing and having to this license application being attached particularly at the right grant.

Should be one of the items in the GTC be ineffective so this one shall in the contract right or general right automatically the regulation seeming most reasonable being correct.

February 2014 stood