

TERMS & CONDITIONS

OVERVIEW

This website is operated by Micki Moore. Throughout the site, the terms “we”, “us” and “our” refer to Micki Moore. Micki Moore offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have

We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information,

including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Micki Moore, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any

similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Micki Moore and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without

notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of .

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Section 20 - STANDARD LEASING/ UNLIMITED LICENSE RIGHTS

Terms and Conditions: You will receive an encoded MP3 file of a voice tagged or untagged product. Special packaged purchases may include stems and/or a copy of a WAV file if stated. The products file can be delivered digitally. Standard Leasing Rights allows you to use the product for **ONE commercial recording or broadcast**. This recording can then be distributed

at your price for **up to 2,000 copies**. Selling more than 2,000 copies means you must acquire a new lease or exclusive rights. You may also use the product for **non-profit promotional use or demos**. You have full rights to record, alter, Mix the product in any shape, way, or form (except reselling the product). In the event that someone buys exclusive rights to the product you have leased, your rights shall stand and the product is still yours to use. You may also acquire new leasing rights if you sell more than 2,000 copies since your contract predates exclusive sale. You must however give full credit to the seller (artist and/or producer name) on all commercial recordings. Upon purchasing leasing rights, the **seller (Micki Moore) still owns the product(s) and the seller is able to resell the product(s)** to any other party until full exclusive rights have been purchased.

Note: Selling more than 2,000 copies means you must acquire the Premium or **Exclusive rights**.

Section 21- PREMIUM RIGHTS

Terms and Conditions: You will receive an encoded MP3 file of the untagged or tagged product, and/or a copy of the raw WAV file. The song file can be delivered digitally. Premium Leasing rights allow you to use the product (or song) for **ONE commercial recording or broadcast**. This recording can then be distributed at your price for **up to 50,000 copies**. Selling more than 50,000 copies means you must acquire a new lease or exclusive rights. You may also use the product for **non-profit promotional use or demos**. You have full rights to record, alter, Mix the product in any shape, way, or form (except reselling the product). In the event that someone buys exclusive rights to the product you have leased, your rights shall stand and the product is still yours to use. You may also acquire new leasing rights if you sell more than 50,000 copies since your contract predates Exclusive sale. You must however give full credit to the seller (artist and/or producer name) on all commercial recordings. Upon purchasing Premium Rights, the **seller(Micki Moore) still owns the product(s) and the seller is able to resell the beat(s)** to any other party until Full exclusive rights have been purchased.

Note: Selling more than 50,000 copies means you must acquire the **exclusive rights**.

Section 22-EXCLUSIVE RIGHTS

Terms and Conditions: Exclusive rights grant you **unlimited commercial recordings and broadcasts**. You have full rights to record, alter, mix the product in any shape, way, or form (except reselling the product). **You own the recording** as a "work made for hire". This

recording has unlimited distribution. The original seller may no longer lease or sell the product, except for prior leasing rights holders, his/her own promotional page (no downloads there) and if the buyer does not sell more than 50,000 copies using the product. You must however give full credit to the seller (artist and/or producer name) on all commercial recordings.

The correct format to use wherever credit is due is the following: Artist name: _____ Produced by: Micki Moore

Section 23-COLLABORATION RIGHTS

Terms and Conditions: You will receive copies of raw wav. files from **Micki Moore** for collaboration use. You have the right to record vocals, alter, mix the product in any shape, way, or form (except reselling the product. **You do not own the original raw Wav. files**, if altered by a second party and compensation is made, **both parties need to be made aware**; compensation will be split evenly amongst all parties involved with the production unless a split sheet was signed by all parties. Raw Wav./Mp3 files can only be distributed to other parties if all creators of the are aware of who the recipient is. If a product is used for commercial recordings, broadcasts, Tv/movies and or websites, proper full credit must go to parties involved in the instrumental and or vocal creation. All other business matters that deal with compensation, distribution and or contracts involving the beat/song will be discussed with all involved parties before a final decision is made.

Note: Placement of a beat/song with no production involvement by Micki Moore will result in receiving placement compensation; the amount will be discussed with all involved with the production.

Note: All free products available for use are still owned by Micki Moore.

Section 24- SPECIAL USES: TV, Movies, Commercials, Websites

Commercials, In-house, company publications: for publications with less than 50,000 viewers exclusive rights suffice. Terms are to be discussed for larger publications. Websites (less than 100,000 monthly hits): leasing rights suffice. Websites (other): Must acquire exclusive rights. TV/Movie: Terms are to be discussed

Section 25>Returns and Refunds Policy

We issue refunds for products within 20 days of the initial purchase of the product.

Product is only refundable under the following conditions:

Product not received (if you did not receive a email stating the product was delivered)

Download issues (if you experience problems while downloading the product)

Major defects. We recommend contacting us for assistance if you experience any issues receiving or downloading our products.

We do not guarantee that our products are fully compatible with any third-party software. We do not issue refunds if our products are incompatible with any third-party software, except for those that are specified on the page of each product.

SECTION 26 - CONTACT INFORMATION

The above guidelines are Terms of agreements. Unauthorized use or duplication is a violation of this agreement and of applicable laws of the United States and other countries. Any infringement of copyright will be pursued to the fullest extent of the law. All prices for products within the Service are subject to change by Micaela Moore (Micki Moore).

Questions about the Terms of Service should be sent to us at mbmoore2010@gmail.com.

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