

License Agreement



Mubert Inc, **website:** streamers.mubert.com

Welcome, Explorer

Below is the agreement (**The Mubert Streams License**) between You (You, the Buyer) and Us (Mubert, the Right Holder). By using our Mubert Streams App and this website (even now!), you confirm that you agree with what is set out below.

Here is what it is all about:

The **Mubert Streams License** grants you, **the Buyer**, a limited, non-exclusive, worldwide license to make use of the amazing music (**Remix, Item**) you have selected under your **Free** and **Premium Subscription**. Please, read the rest of this license for the details and limits that apply to your use of the Item.

You're about to get the Mubert Streams License. Once you've paid your **Premium Subscription Fee**, you are licensed to synchronize the Item with your Stream (Twitch, YouTube, any other online video, all types of video and other visualizations).



Do you want to keep your audience in tension? Use our Remixes as background music while you stream your gaming experience. There is no way you can use the music only, or combine a Remix with another music without any graphical footage.

Some limited Remixes can be used without **Premium Subscription**, this Remixes are granted you free of charge with all the limits of this License, although Mubert can revoke this right at any time.

Any Stream you made should be valid after your **Subscription and Premium Subscription Period** ends (though we wish this moment would never come) but you can't make any new Streams with the Item you've get during your **Subscription and Premium Subscription Period** .



Wordy? Ok, here is a simple example: If you've paid for a monthly Premium Subscription from January 1 to January 31, you can make and publish excellent streams with Mubert music during January, and on February 1 your stream is still legally valid. You can't make new streams with Premium tracks after your Premium Subscription has ended. Pretty simple, isn't it?

Hold on! That's what you can do with the Item:

1. During your Subscription Period, you can create streams in any number of copies with no worry of DMCA and copyright infringement.
2. You can modify, publish and republish your Streams with no limit, on the internet, social networks, video streaming platform, in any form, and with any terms. You can charge users for accessing your Streams.

Now look at this, you can't use Remixes this way:

You cannot redistribute the Item in any stock platform, in any form. You cannot do this with an Item either on its own or bundled with other audio or music, and even if you modify the Item. You cannot redistribute or make available the Item as-is or with superficial modifications. These things are not allowed even if the redistribution is for Free.



For example, You can't Buy (download) a Remix, download it, convert it to mp3 format and sell or give it to anybody. You can't license an item and then make it available as-is on your website for your users to download.

You cannot give access to the Item by allowing anybody to download it following the provided link, you can't use the Item in any application allowing an end-user to obtain or customize a digital or physical product to their specific needs. You can't make Streams only for holding and storing Remixes without the intent to use them later.



So, we ask you not to upload Remixes to torrent networks, and not to use Remixes in any App that allows one to use the Item automatically.

You cannot use, modify (divide or compress) Remixes with no intent to synchronize them to video. The rule of this license applies to any part or parts of Remixes.

You cannot extract Remixes from your Streams for any purpose.

You cannot register Remix, use Remix as an audio trademark, claim ownership of Remix in any form.

A few important notes:

You can only use the Remix for lawful purposes. If any Remix will be used against US law or applicable law of your country — we hold the right to abort this license at any time.

This license can be terminated if you breach it. If that happens, you must stop making streams and remove all Streams that contains an Item.

This license applies in conjunction with the Mubert Streams Terms of Use. For any rule related to the Mubert Streams Platform see the Mubert ToU **here**.

All this legal stuff:

Liability

Right Holder may not be held liable in case of any damages, direct or incidental, including but not limited to profit or customer loss, loss of data, or information, all **Buyers** being advised to store a backup of their data.

License Modification

Right Holder may modify this license at any time.

Severability

In the event that one of the clauses of the license is held to be invalid, you and Mubert agree that the other clauses shall remain valid and that the license will remain in full force and effect.

Applicable Law

This license is governed by the laws of the state of California, USA. Any dispute relating to their interpretation and/or their execution shall be referred to the USA jurisdictions excluding any other competent jurisdiction.

Definitions:

The Mubert Streams License — the text you see above legally binding You and Mubert.

Stream, Streaming — an activity where you record yourselves doing all kinds of stuff to a live audience online.

Subscription — once you've paid the fee, this will be the period when you can download and use Remixes

Subscription Fee — the amount of payment for the Subscription Period.

Subscription Period — a period during which you have the right to use our beautiful Mubert website and app.

Remix, Item — it's just our music, the music we create for you.