Social License

The Social plans offer the perfect license for social content creators. Covering all your social channels with the best music, sound effects and other creative assets.

If you need to cover more than your personal social channels, check out our Pro License.

We believe that licensing of high quality creative assets doesn't have to be complicated. That's why we've created this simple, transparent and straightforward license for all users.

Before we start, know that when we use the term "Assets" we mean music, sound effects, footage, video templates and AI-generated Assets such as voiceovers that can be downloaded from Artlist's platform, according to the subscription plan you choose.

Okay, let's jump in.

1. We cover all your social channels

One channel per platform. Register your channels, publish your content and start monetizing. Here's what's covered:

- YouTube
- Facebook
- Instagram

- TikTok
- Twitch
- Podcast

When you purchase a subscription to Artlist, you receive the right to download any Asset or Algenerated content (depending on your subscription plan), integrate it into your projects or productions that combine sound and visual media (we'll call them "Projects") and publish them in your channels. By "Project" we mean a human made Project and not an auto-generated Project.

Okay, you downloaded the Assets and integrated them into your Projects. Now what?

Publish them in your social channels and start monetizing!

Remember we asked you for the URLs/ID of your channels? This is because this License only covers one channel per each of the platforms listed above. So, make sure you register the correct URL/ID of your channel, page, profile, account and/or the name of your podcast (we will call it the "Channel") where you will publish your Projects and you are covered! During your subscription period you can replace your Channel's URL address in a reasonable manner.

This License is meant to cover only your use in your Channels. Therefore, it does not allow you to create Projects that are intended to be uploaded or embedded on third party channels or websites for the purpose of promotion or advertisement. This also means that you can't publish your Projects in paid media. If you want to create a Project for your client or any other third party, you can upgrade to a <u>Pro License</u>.

Under this License, you can monetize your Projects solely on your personal Channels and you can use the Projects for the promotion of your Channel solely by publishing them in your Channels. You can also embed the URL of the Projects published in your Channel into websites and share a link to such Projects' URL through any means.

Artlist is made for people creating videos. Therefore, Assets can't be used as standalones content (for example as audio or footage only) without being part of a video. This is also true for Assets you create using our AI Services. For example: you can't generate voiceover content using Artlist and then distribute or offer it as a standalone sound recording. This means you cannot in any way use, record, perform, present, publicly perform, copy, distribute in any manner, transfer, share, sell or give a license to the Assets as standalones. In addition, you can't use Assets you generate using our AI Services as a dataset for machine learning, AI training, or improving AI tools or technology.

Trial Account User

If you are a non-paying user with a trial account or if you get access to watermarked Assets under your paying subscription, you can only download the watermarked versions of the Assets for personal preview. You are forbidden from removing such watermarks and from using the watermarked versions in any Projects or in any other way. Get your full subscription <u>here</u>!

2. Your Projects are yours to use Forever in your Channel

For now and for all future time. Eternally.

The point is that once you created Projects using downloaded Assets and published them in your Channel during your subscription, you can keep using your Projects in the Channel and monetize them forever and ever, even after your subscription has expired.

You're covered to create and publish your Projects to your Channel while your account is active. When your subscription expires, those Projects can remain published in your Channel, but any new projects will not be covered.

You can download Assets, use them in new Projects and publish them only during your paid subscription term. If you want to know more about the subscription terms, renewal, upgrades, changes and termination, take a look at our <u>Terms of Use</u>.

3. You can download as many Assets as you want

As long as you keep it reasonable, you can download as many Assets as you want during your subscription and use them in as many Projects as you wish.

"Reasonable" means that you can download up to 40 songs, 100 SFX, 40 templates, and/or 100 clips/footage/animation/3D per day. We consider downloading Assets by any automatic means, such as software, bots, etc., as not reasonable, and therefore it is prohibited.

The Assets you choose will be available for download in your library as long as you have an active paid subscription.

As for your use of our AI Services to generate AI Assets, your quota of credits or characters is allotted based on your specific subscription plan. Credits are deducted from your quota when you generate an Asset, even if you do not download the Asset in the end.

4. You should only use the Assets as a part of your creations

Simple as it sounds, this means that, as a creator, you should only incorporate the Assets into your creation.

What doesn't count as your creation?

For all Assets: Reproducing, distributing, re-selling or any other usage of the Assets as standalone package.

When it comes to Artlist music, also: Music streaming, music channels, radio, other ways of music or sound effects reproduction.

The creation of a static video, a video loop animation combined with Artlist music in the background or lyric video with Artlist music is also forbidden.

Basically, this License does not allow you to use, make available or present any Assets as a separate file. This means you can't allow anyone to use the Assets as separate files for listening, viewing, downloading, publicly performing, use as a template or any other use whatsoever.

This also means you can't use the Assets to provide any services that compete with Artlist, or with any of our artists. You also can't resell them in any way, such as in music/video collections, music/video libraries, music/video playlists, royalty-free music or licensing, data bases, tools, templates, etc. You can't resell and/or upload the Asset or any Projects to stock platforms. This includes not giving the impression that any Assets were created by you.

You can't use the Assets in any manner which is illegal, contrary to court orders and/or which was forbidden by the provisions of any law. Also, you can't use the Assets in any manner which may damage Artlist, its artists, any third parties, or their rights or reputation.

The Assets cannot be used: (i) in the context of pornography; or (ii) to encourage violence abomination, racism, hate, threats and discrimination against any person based on race,

religion, sex, sexual orientation, community or nationality, (iii) hurting the helpless; (iv) violating privacy or the right of publicity; (v) slander and any other insulting or illegal contents.

We may provide you with access to AI Services. AI Services, including generative tools such as our Voiceover Generator, can inspire your creativity and grant you tools to create generative and innovative Assets that enhance your creative experience and projects. But with great power comes great responsibility! Use of those AI Services requires responsibility and accountability by you: (i) You cannot use our AI Services or generate Assets with the purpose of misleading, misinforming or misrepresenting; (ii) You may not generate Assets with the intention to spread election misinformation such as disinformation campaigns, candidate misrepresentation, etc; (iii) You may not use our AI Services to generate deep fakes, meaning the production of Assets or Projects intended to falsely appear as authentic, or to resemble or impersonate the identity or likeness of another person (living or dead), entity, object, event, or place. This includes deceptive or misleading voice clones; (iv) Similarly, you may not use or generate any Asset relating to any person or entity that might legally or materially be impacted by it; (v) It can also be considered misleading or misrepresenting to generate Assets which facilitate or perform automated decisions in domains that affect an individual's rights, safety, or well-being (such as in the domains of finance, legal, healthcare, insurance, migration, credit, employment, social welfare, and housing); (vi) This all means that you need to present your generated Assets and AI outputs truthfully. In addition, you cannot use an AI-generated Asset in any manner that misleads others to think that it was created by a human.

If our clips are included in a Project whose subject is unflattering or controversial (such as advertisement dealing with sexually transmitted infections, for example) you must indicate that the model has no connection to the Project's content (for example: stating the following: "Stock footage, posed by model"). The fact that we have the required releases, does not mean you can intentionally portray the models in our clips in a negative way.

Since we understand there might be gray areas in this regard, <u>contact us</u> to explain your project and our team will let you know if this is covered. We reserve to ourselves the right to decide in each case whether a certain use of an Asset is considered a violation of the above and you undertake to accept our decision in this matter. Don't worry, we have great professional skills and common sense.

We make our best efforts in order to verify every Asset and make sure they're great quality and are legally available. However, you know, things happen, and we might find out that a certain Asset might be violating third party's rights. Although we have the right to tell you to stop using such Assets, we will do so only in some rare situations. If we do, you must stop using it immediately and do your best to make anyone on your behalf cease the use of such Assets.

As we explain below, you are getting a license and not the proprietary ownership of the Assets. Well, this also means that you can't register or claim ownership of the Assets or the Projects (or otherwise make it available) through any content detection and/or registration system, such as YouTube's Content ID (CID), Facebook Rights Manager, etc. This also means that you may not incorporate any Assets or Projects into a logo, trademark or service mark, since that could block other customers from using the Assets.

5. Having a "License" means using, not owning

In other words, you're purchasing the right to use the Assets. You're not purchasing the Assets themselves.

The Assets remain protected by copyrights and intellectual property of Artlist or its artists.

Artlist is the owner or the rights holder of all the rights in the Assets and the Site, inclusive of all intellectual property rights and all copyrights. You do not and will not have any rights whatsoever to the Assets or in the Site, exclusive of the right of use as specified in this License. To know more about our rights in Artlist Proprietary Content and Site, check our <u>Terms of Use</u>.

This also means that you can't use the names of the Assets nor of its creator(s) or their artistic name(s), except for giving them credit for their brilliant Asset.

Now that you know what a license is, by using this License, you understand and agree to the rights, obligations, liabilities and prohibitions specified in this License, that you do not and will not have any ownership or intellectual property rights in the Assets or any recordings thereof, and that your rights to the Assets will not exceed the rights described in this License.

6. One license means one seat

The name you register for our services is the only person or entity who can use the Assets under this License, one seat at a time.

7. Dedicated Business Solutions

If you want to use the Assets in a way that is not covered by this License, don't worry we have a solution for you!

Artlist offers dedicated customized solutions for the following use cases and many more:

- company, foundation or other legal entity with more than 50 employees or which is part of a group with over 50 employees.
- teams who need more than 7 seats
- apps, software, games and its end-users
- broadcasters
- audiobooks, DVDs, Blu-ray
- out of home and billboard advertisements

Reach out to our <u>Sales Team</u> and we will set you with the right license!

8. The Assets are available for all Artlist creators

We believe in creative freedom.

That's why this License is not exclusive, meaning that any Asset you use can also be purchased and used by your fellow creators.

Likewise, non-exclusivity means that due to the nature of AI, Assets you generate using our AI Services may not be unique; you may receive outputs which are similar to those of other users.

9. Make sure to check out our Terms of Use

This License is subject to and is an integral part of Artlist's Terms of Use, so we strongly recommend that you read them.

If you have more questions take a look at our <u>Help Center</u>.

Effective September 02, 2024