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 Al-generated Assets such as voiceovers that can be downloaded from Artlist's platform, according to the subscription plan you choose.

If you're creating content for a business, you'll probably need a Business license. See more under Section 9.

Okay, let's jump in.

1. We cover everything

But what does "everything" mean? Here's what's covered:

- YouTube
- Facebook
- Instagram
- TikTok
- Twitter
- Vimeo

- Twitch
- Commercials
- Broadcasting(i)
- Websites
- Wedding Videos

(i) Covers broadcasting of your Projects. In case you are a broadcaster, please see section 9 below.

In what formats/mediums?

- Video clips
- Advertisements
- Films
- Series

- Podcasts
- Animations
- Presentations
- Slides

If you want to use the Assets in any other formats or use-cases, you'll probably need a business license. See more under #9.

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

If you're hired to create the Project, your client is covered by your license and can use the Project anywhere. You and your clients can present and/or play the Project publicly, distribute it in all existing means of media, websites, platforms, social networks, video sharing sites, television, or other data storage devices, you name it!

Artlist is made for people creating videos. Therefore, Assets can't be used as standalone content (for example, as audio or footage only) without being part of a video. This is also true for Assets you create using our Al 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 Al Services as a dataset for machine learning, Al training, or improving Al 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 here!!

2. Your Projects are yours to use Forever

For now and for all future time. Eternally.

The point is that once you create Projects using downloaded Assets and publish them in any media during your subscription, you can keep using your Projects in the same media and monetize it forever and ever, even after your subscription has expired.

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

You can download Assets as long as you have a paid subscription with Artlist and 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 Terms of Use.

3. Your clients are covered

You can create Projects for your clients, but only you can download the Assets and use them to create a Project.

If you create a Project incorporating an Asset, you can transfer this Project to your clients and to anyone else, so they can use the Project (but the License is only yours).

Keep in mind that if you collaborate with any third party in a Project or if you create a Project for your clients, you must make sure your collaborator and/or client complies with this License. Your collaborator and/or client must use the Projects in compliance with this License.

4. 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.

5. 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 Al Services. Al 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 Al Services requires responsibility and accountability by you: (i) You cannot use our Al 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 Al 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 Al-generated Asset in any manner that misleads others to think that it was created by a human.

If our clips are included in your Project, which subject may be reasonably perceived as unflattering or controversial (such as advertisement dealing with sexually transmitted infections), although we have the required releases, you can't intentionally portray the subject in a negative way and must indicate that the model has no connection to the Project's content (for example: stating the following: "Stock footage, posed by model").

Since we understand there might be gray areas in this regard, find more information in the <u>help center</u>. 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.

6. 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.

7. Monetize your Project in social media

Once you submit the relevant URLs on your account page you can monetize unlimited Projects, as long as you keep it reasonable.

You can monetize up to 3 channels/accounts per platform and, with Teams plan, up to 5 channels/accounts per platform. Want more? You can monetize as many channels as you want with our dedicated business solutions. Please contact our Sales Team.

To make your life easier, you can provide us the URL of up to 3 channels/accounts per platform, or 5 for Team plans, on your Artlist account page and all Projects published under such channels/accounts will be automatically allowed for your monetization.

If you need to clear and monetize other specific videos for you or your clients, you can provide us the Project specific URL on your Artlist account page. You can monetize unlimited Projects as long as you keep it reasonable.

In order to monetize your Projects, you need to make sure that you publish the Projects during an active subscription with us.

If you don't provide us the URL of a Channel/account or a Project, you will not be able to monetize it or clear it from ads. But don't worry, if you forgot to do it, reach out to us and we will allow your monetization as fast as we can. We will not reimburse you for any lost monetization of Projects for the period of time before we received the URL and cleaned it for monetization, so don't forget to send us the URL on time.

8. How many seats do you want?

The individual plans give you a license for one person, but with Team plans, you can extend your license up to 6 more members (7 members in total).

Not enough? You can get as many seats as you want with our dedicated business solutions. Please contact our Sales Team.

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

The Team plans allow you to invite up to 6 members (excluding the admin, 7 members in total) to your license and remove or substitute them with other members at any time. The name of the individual or company/entity you write when you create your Team account is the owner of the license. This means that all the members covered by the license can only use the Assets in the benefit of the license owner (not for their own personal or commercial purposes).

If you want a subscription for a company with more than 100 employees or if you need a license for more than 7 users, we have a dedicated business solution for you. Check out the next section.

9. Business licenses for companies

If you work for a company with over 100 employees or which is part of a business group with over 100 employees, you need a business license to be covered.

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

- A company, foundation or other legal entity with more than 100 employees or which is part of a group with over 100 employees
- Teams who need more than 7 seats
- Customized CID coverage
- Apps, software, games and their end-users
- Broadcasters
- Audiobooks, DVDs, Blu-ray
- Out of home and billboard advertisements

Reach out to our <u>Sales Team</u> to get your plan and license terms.

10. 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.

11. You have the rights for Public Performance & Broadcast

While our License gives you the right to reproduce copies of the songs and perform the Projects in public, it does not cover payment of royalties to performance rights organizations (PRO) and other collecting societies.

That means that if you or your client wants to reproduce the Projects or use Projects in broadcast or in other public performance platforms, you might receive payment requests for the mechanical reproduction and/or public performance of the songs. In such a case, you will need to pay (or ask the related broadcaster to pay) the amounts under such request to the relevant organization.

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12. 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 June 24, 2024