

TERMS AND CONDITIONS

(1) FREE DOWNLOADS – Free Downloads are NO FREE BEATS. Only non-commercial / non-profitable use. The purpose of free downloads is to offer the possibility to record / write a song to them and have a test-drive to see if the final results are worth it investing in a license. The free downloads contain tags and these tags may not be removed under any circumstances. This includes Beat Tapes we release for free. To use these beats Wolfkraft Productions must be contacted directly in order to get permission to record on these beats.

(2) LEASING RIGHTS – Also known as non-exclusive rights, purchasing a lease grants the customer limited artistic & legislative rights to the corresponding beat(s) for one single profitable/commercial use of the track already synchronized (with vocal audios) on any medium (e.g. album, EP or mixtape) with a circulation of up to 1.500 sales units. If this point of sale is reached & further sales are desired, also further rights with a new sales cap need to be obtained (if the beat has not yet been sold with exclusive rights & is still available). If the beat is no more available for leasing, no more sales can be made after the sales cap is reached. A lease comes as a mixed tag-free MP3-file, WAV-file & a contract/invoice, stating the rights of use. A beat can be leased to more than one person at the same time until exclusive rights are sold to the beat. Once a beat has been sold with exclusive rights, it will no longer be available for any kind of leasing. Previous leasing rights that have been sold before are not affected & stay valid until the sales cap has been reached. Leasing a beat does not make the customer the sole owner of the beat. The licensee is not allowed to get profitable radio-, video or television-airplay or to perform the song on commercial/profitable shows with a leasing license. For this purpose licensee must own exclusive rights to the beat. The licensor expressly forbids re-sale or any other distribution of the producer's compositions, either as they exist or any modification thereof. You (the customer) cannot sell, loan, rent, lease, assign, remix, rearrange, remove any melodies, instruments, drum programming or transfer all or any of the products sold or the corresponding rights to another person (example – Record Label, another production company, another producer, another artist), or for use in any competitive product. The licensee understands that the licensor maintains 100% copyright & ownership of the original instrumental composition. Licensee cannot use any beat compositions as background element in TV, Film & DVD / computer game projects without obtaining written consent & a separate license agreement. Licensee must include on all productions & products the producer's name. Licensee agrees to display the producer's name & the Record label's name in all physical media or within web presentation of a portion (e.g. pre-listening) or sum of the original instrumental composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, LP's, Cards, Youtube titles, Soundcloud, etc. (Example credits: 'Beat prod. by Fife On The Beat' or 'Music produced by Marlow Beatz' ... Music © 2020 All rights reserved. Used under license. Any displayed or downloadable MP3 files must include 'produced by Wolfkraft Productions & the relevant Beat maker within the file name. Furthermore, LEASING RIGHTS are subject to registrations in points (6) – (9).

(3) PREMIUM LEASING RIGHTS – Same restrictions as in point (2) including the following differences: A premium lease comes as a mixed tag-free MP3-file & WAV-file, the corresponding separate track-lines & a contract/invoice, stating the rights of use. Instead of an allowed circulation of up to 1.500 sales units, the premium lease allows up to 10.000 sales units. In addition, the customer is allowed to use the beat for 1 profitable public performance with up to R3.500 ZAR earnings in total of the performance. The Licensor hereby grants limited synchronization rights for One (1) music video streamed online (Youtube, Vimeo, etc..) for up to 100000 non-monetized video streams on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game. If the beat is no longer available and offered for any form of licensing and/or marked as sold, license owners of any type of non-exclusive rights may upgrade their current license to the highest available non-exclusive license such as a unlimited pro lease. If exclusive rights are no longer available, this does not affect license owners from being allowed to upgrade their non-exclusive license(s) to the highest form of non-exclusive license(s). Once Licensee has reached the allowed number of sales and any other limits concerning his license agreement, no more sales can be made after the sales cap is reached. Licensee expressly agrees to remove his song from any marketplaces, stores, etc. to avoid the song from being sold or monetized continuously. All other terms concerning premium leasing rights are listed in point (2). Furthermore, PREMIUM LEASING RIGHTS are subject to registrations in points (6) – (9).

(4) UNLIMITED PRO LEASING RIGHTS – Same restrictions as in point (2) LEASING RIGHTS and point (3) PREMIUM LEASING RIGHTS but including the following differences: The purchase of unlimited leasing rights grants the customer non-exclusive artistic and commercial rights to the purchased beat. There is no sales cap (earning-limit) related to unlimited leasing rights, other than the license being valid for 8 years. After license has expired, licensee has option to renew his license by purchasing a new unlimited leasing rights license for another 8 years, a different non-exclusive license (down-grade) or upgrade to exclusive rights (if still available). This renewal-, downgrade-, or upgrade-option for licensee stays unaffected by any exclusive rights sale (even if exclusive rights are no longer available, licensee can still renew his non-exclusive license). An unlimited leasing rights purchase comes as a mixed tag-free WAV-file, a mixed MP3-file and the corresponding separate in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Licensee is allowed to sell his song over the beat-composition without any sales limitation or sales cap, worldwide and throughout the universe, with a terminability of 8 years after date of purchase, in any commercial/profitable form, and/or transfer the rights to his song over the beat, to another party such as Record Labels, another production company and another artist, but never the rights to the beat-composition itself for a standalone beat-composition product. Licensee may distribute his songs in digital or physical form, as singles, EPs, LPs, soundtracks, etc., generate unlimited unit-based sales or collect pay-outs (unlimited earnings) via streaming based services/platforms such as Spotify, Apple Music and others, without any limit of profits. Licensee may use songs and generate unlimited earnings through live-shows, broadcasts or other public-performances such as live shows or monetized videos, furthermore Licensee can generate unlimited earnings through song(s) over beat compositions used as background element in TV, Video, Film and DVD / computer game projects without obtaining written consent and/or another license agreement. The licensor expressly forbids re-sale or other distribution of the producer's beat-composition standalone, either as they exist or any modifications thereof for use in any competitive product, nor can licensee transfer his rights to the beat-composition to a third party

if it's not a full song with artist's/licensee's own vocals or at least lyrics. The licensee understands that the licensor maintains 100% copyright and ownership of the original instrumental composition and that licensee buys unlimited sales rights and rights of use to the beat-composition(s) but not the intellectual property itself. This is necessary and entitles licensor to maintain the administrative and legislative rights to the beat-composition, in order to be able to ensure non-exclusive license owners administrative guidance and license-warranties. Licensee must include on all productions, products and any medium the producer's name or website (<https://www.wolfkraftproductions.co.za>).

Licensee agrees to display the producer's name in all physical media or within web presentation of a portion (e.g. pre-listening) or sum of the original instrumental composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Booklets, Cassette tapes, LP's, Cards, Cases, Boxes, etc. (Example credits: 'Beat prod. by Fife on The Beat' or 'Music or Beat produced by Marlow Beatz ([wolfkraftproductions.co.za](https://www.wolfkraftproductions.co.za))' ... Music © 2020 All rights reserved. Used under license. Any displayed or downloadable files such as MP3-files must include 'Beat by Wolfkraft Productions within the file name. Furthermore, UNLIMITED LEASING RIGHTS are subject to registrations in point (6) – point (9).

(5) EXCLUSIVE RIGHTS – The purchase of exclusive rights grants the customer full artistic & commercial rights to the purchased beat. There is no sales cap related to exclusive rights. An exclusive rights purchase comes as a mixed tag-free WAV-file, the corresponding separate track-lines & contract/invoice stating the rights of use. Once a beat has been sold with exclusive rights, it will no longer be available for any kind of leasing/sale. Previous leasing rights being sold before the beat has been sold exclusively are not affected hereby & stay valid until the sales cap has been reached. It is therefore possible that a beat has been leased several times before exclusive rights are sold. The beat will be marked as 'sold' & any possible download & licensing option will be removed. Upon request, a sold beat will be removed from any website & marketing space where it has been offered by the licensor. The licensor expressly forbids re-sale or other distribution of the producer's composition, either as they exist or any modifications thereof. You (the customer) cannot sell, loan, rent, lease, assign, remix, re-arrange, remove any melodies, instruments, drum programming or transfer all or any of the products sold or their rights to another person (example – Record Label, another production company, another producer, another artist), or for use in any competitive product. The licensee understands that the licensor maintains 100% copyright & ownership of the original instrumental composition. Licensee cannot use beat compositions as background element in TV, Film & DVD / computer game projects without obtaining written consent & or another license agreement. Licensee must include on all productions the producer's name. Licensee agrees to display the producer's name in all physical media or within web presentation a portion or sum of the original instrumental composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, LP's, Cards, etc. ((Example credits: 'Beat prod. by Fife on The Beat' or 'Music or Beat produced by Marlow Beatz ([wolfkraftproductions.co.za](https://www.wolfkraftproductions.co.za))' ... Music © 2020 All rights reserved. Used under license. Any displayed or downloadable files such as MP3-files must include 'Beat by Wolfkraft Productions within the file name. Furthermore, UNLIMITED LEASING RIGHTS are subject to registrations in point (6) – point (9).

(6) CREDIT AGREEMENT – Credits should be given to Wolfkraft Productions & the relevant Beatmaker/Producer of the music.. By making a purchase of any kind, the customer declares that he will give credit to the producer where possible in a written form (cd cover/booklet, youtube videos, social network pages such as Twitter or Facebook, etc.).

(7) PAYMENTS – Wolfkraft Productions accepts credit & debit cards, mobile payments and EFT payments

All payments are to be paid or are paid upfront before delivery of the product. E.g. this means at the same time that services or products by Wolfkraft Productions will only be delivered after receiving the payment(s). Payments that are still pending & not being credited yet need to be credited first before delivery! The installment payment is only applicable to Exclusive Rights.

(8) DELIVERY – All products are delivered instantly via e-mail or via a download link by a file-sending service such as dropbox.com/wetransfer.com. Exclusive beats of private catalog are delivered within a maximum of 24/48 business hours after payment.

(9) GENERAL TERMS & CONDITIONS – By making a payment the customer declares that he is fully aware of the terms & conditions & accepts & agrees to them. All terms & conditions are listed on the webpage www.wolfkraftproductions.co.za . In case of a change in any of the listed points or should one point become invalid, all other points stay unaffected & are still valid. Rights that are given to a customer are not transferable. Exclusive beats will be removed from our website & the beat will be marked as 'sold'. Customers may edit/alter the length of a beat as they see fit, as long as they own a license to the beat & do not change the sound-structure of the beat itself. No changes to a beat are allowed, except of length changes. Therefore it is also not allowed to use any parts, melodies, instruments, sounds, drum arrangements, etc. of the original instrumental composition for other compositions. After the delivery of the beat, Wolfkraft Productions will be unbound of any further responsibilities to the customer & legally freed of any further duties. Any Beat by Wolfkraft Productions may NOT be uploaded on any website without his permission. Wolfkraft Productions is not responsible for other sites claiming to sell his beats. Our producers will assist with any requests for creative changes on the beat. Anybody abusing or disrespecting the listed terms & conditions will likely face a law suit.

Contact

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