

End User License Agreement Template - Music Clips

IMPORTANT: COMPLIANCE REQUIREMENTS

This template contains MANDATORY language required by your Feed.fm service agreement. While you may make minor stylistic adjustments for consistency with your existing terms, the substantive legal provisions must remain intact to maintain compliance.

What You MUST Include:

- All provisions marked as "Required Language" below
- Anti-crawling and data mining prohibitions
- AI/ML training use restrictions
- Personal use only limitations
- Content monitoring cooperation requirements

What You CAN Customize:

- [COMPANY NAME] placeholder with your actual company name
- Governing law references to match your main Terms of Service
- Integration method (dedicated section vs. incorporated into existing terms)

Compliance Verification:

Feed.fm will review your implemented terms during onboarding to ensure all required provisions are properly included.

Instructions for Adding to your Terms of Service

1. **Integration Point:** Insert the Music Clips License Terms below into your existing Terms of Service under a dedicated "Music Clips" or "Licensed Content" heading.
2. **Cross-References:** Ensure your main Terms of Service reference these music clips terms and establish that violations may result in account termination.
3. **Updates:** Consider adding language allowing you to modify these terms with appropriate notice to users.
4. **Governing Law:** Ensure these terms are subject to the same governing law clause as your main Terms of Service.
5. **Acceptance:** Make sure users must affirmatively accept these terms before accessing Clips functionality for the first time.

Music Clips License Terms

License Grant and Restrictions

Personal Use Only. You acknowledge and agree that all music clips provided through [COMPANY NAME]'s services ("Clips") are licensed solely for your personal, non-commercial use. Commercial use of any kind is strictly prohibited without separate written authorization.

Prohibited Activities. You may not:

- Reverse engineer, decompile, disassemble, or attempt to derive source code from any Clips or tamper with any security components or protection measures associated with the Clips
- Reproduce, distribute, transmit, publicly display, publicly perform, republish, download, store, or modify the Clips in any format outside of the uses permitted herein on [COMPANY NAME]'s platform
- Offer any Clips for sale, rental, lease, lending, or any other commercial distribution
- Create derivative works or joint works using the Clips without express written permission
- Use Clips in any manner that infringes, violates, or misappropriates the rights of any third party, including without limitation any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right

Rights Retention. You acknowledge and agree that all content licensors and intellectual property owners of music and related content retain complete ownership of all rights, title, and interest in and to the Clips, including all intellectual property rights therein. No rights are granted to you other than the limited license expressly set forth herein.

Content Monitoring and Compliance. You agree not to frustrate or bypass any content identification, monitoring, or takedown procedures implemented by [COMPANY NAME] or its licensors. You acknowledge that [COMPANY NAME] may, in its sole discretion, remove access to Clips or terminate your account for violations of these terms.

Third-Party Beneficiaries. You acknowledge and agree that the content licensors who own rights in the Clips are express third-party beneficiaries of these terms and may enforce these provisions directly against you.

Disclaimers and Limitations

Disclaimer of Warranties. CLIPS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. [COMPANY NAME] DOES NOT WARRANT THAT CLIPS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability. IN NO EVENT SHALL [COMPANY NAME], ITS AFFILIATES, LICENSORS, OR CONTENT PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF CLIPS, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. You agree to indemnify, defend, and hold harmless [COMPANY NAME], its affiliates, officers, directors, employees, agents, licensors, and content providers from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including attorney's fees) arising from your use of Clips or violation of these terms.

Enforcement

Termination. [COMPANY NAME] may immediately terminate your access to Clips and your account for any violation of these terms without notice or liability.

Survival. These music clips license terms shall survive any termination of your account or agreement with [COMPANY NAME].