

## MARMES MUSIC – License Terms

This page describes the terms of use for MARMES MUSIC on physical CDs (CD1, CD2, 2CD) and digital files (FLAC, MP3). By purchasing MARMES MUSIC products, the buyer agrees to the following terms:

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### I. Definitions

- **“MARMES MUSIC”** – the author and all the rights holder of the music.
  - **“Buyer”** – the person or entity purchasing MARMES MUSIC music (CD or digital files).
  - **“CD”** – physical audio disc (CD1, CD2 or 2CD).
  - **“Files”** – digital audio files (FLAC, MP3 or other formats).
  - **“License”** – the right to use the music under the conditions described below.
  - **“Personal License”** – use with no intention of generating revenue or commercial benefit.
  - **“Commercial License”** – use intended to generate revenue, promote a brand or support business activity.
  - **“Derivative work”** – a new work based on MARMES music (DJs, remix, rework, new arrangement, etc.).
  - **“Broadcast / TV / Film Licence”** – the highest-level usage right permitting the use of MARMES MUSIC music in films, TV shows, streaming platform content and other audiovisual productions intended for wide public distribution.
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### II. CD purchase and rights

#### 1. What does buying a CD grant?

When purchasing a CD (CD1, CD2 or 2CD), the buyer receives:

- the physical audio disc;
- the right to listen to the music on the CD for personal use without limitation;
- the right to make personal backup copies (within the limits of applicable law);
- the right to resell the CD as a used physical item.

#### 2. What does buying a CD NOT grant?

Buying a CD **does NOT** automatically grant any license or extended usage rights. The buyer **does NOT** have the right to:

- use the music on the CD in videos, films, advertisements or other projects;
- use the music for commercial purposes (including company social media, branding content, marketing);
- use the music at public events, presentations or as background music in commercial environments;
- remix, edit, cut or otherwise modify the music;
- create derivative works based on MARMES music;
- distribute the music as files on the internet (file sharing, torrents, cloud services, etc.);
- make copies of the CD for sale or distribution.

### 3. Ripping CDs (creating files from CDs)

The buyer may create digital files (e.g. FLAC, MP3) from the CD for personal listening only. This **does NOT** grant the right to use these files in projects, videos, commercial contexts or for creating derivative works. All such uses require a **separate license**.

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## III. Digital files (FLAC, MP3)

### 1. Purchasing files

When purchasing digital files (FLAC, MP3), the buyer receives:

- the right to download the purchased files;
- the right to listen to the files for personal use without limitation;
- the right to make personal backup copies.

Purchasing files **does NOT** automatically grant any extended usage rights (e.g. videos, advertising, commercial use, remixes). A **separate license** is required for such uses.

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## IV. License levels (5 tiers)

The following licenses apply to MARMES MUSIC in digital form (FLAC, MP3, CD-ripping etc.). Licenses may be purchased for individual tracks or full albums.

### 1. Personal Licence

**Permitted use:**

- use of the music in personal creative projects with no commercial intent;
- use of the music in personal videos (e.g. family videos, hobby projects) that are not monetized;
- use of the music in school work, educational projects and non-commercial presentations;
- use of the music on YouTube, TikTok, Instagram or other platforms where:
  - the video is not monetized;
  - the video is not an advertisement or brand promotion;
  - the purpose is not to generate revenue.

**Prohibited use:**

- use of the music in advertisements, brand content or company marketing;
  - use of the music on monetized YouTube channels or in paid videos;
  - use of the music in commercial podcasts or paid courses;
  - use of the music at public events where the goal is to generate revenue;
  - remixing, editing, cutting or creating derivative works from the music;
  - reselling, relicensing or sharing the files with third parties.
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## **2. Commercial Licence**

**Permitted use:**

- all uses permitted under the Personal Licence;
- use of the music in commercial videos (e.g. company presentations, product videos, brand videos);
- use of the music in advertisements (including social media ads and campaigns);
- use of the music on monetized YouTube channels;
- use of the music on company social media (Instagram, TikTok, Facebook, LinkedIn, etc.);
- use of the music in paid videos or online courses;
- use of the music at public events (e.g. background music at events, presentations, trade shows).

**Prohibited use:**

- remixing, editing, cutting or creating new works based on the music;
  - use of the music in films or TV shows (unless separately agreed);
  - reselling, relicensing or distributing the music files to third parties;
  - creating derivative works (remixes, new arrangements, etc.).
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### **3. Extended Commercial Licence**

#### **Permitted use:**

- all uses permitted under the Commercial Licence;
- use of the music in large-scale advertising campaigns;
- use of the music in paid apps, games or platforms;
- use of the music in large-scale corporate projects with wide reach.

#### **Prohibited use:**

- remixing, editing or creating derivative works;
  - use of the music in films, TV shows or original streaming content (unless separately agreed);
  - reselling or relicensing the music to third parties.
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### **4. Derivative Works Licence**

#### **Permitted use:**

- all uses permitted under the Extended Commercial Licence;
- remixing, editing, cutting and creating new works based on MARMES MUSIC music;
- publishing and distributing derivative works;
- earning revenue from derivative works (e.g. sales, streaming, licensing).

#### **Prohibited use:**

- presenting the original MARMES MUSIC work as the buyer's own original composition without agreed credit (unless covered by a separate ghost production agreement);
- copying the original work in full without meaningful creative contribution;

- using the music in films or TV without a separate Broadcast/TV/Film Licence.
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## 5. Broadcast / TV / Film Licence

### Permitted use:

- all uses permitted under the Derivative Works Licence (if purchased together);
- use of the music in films, TV shows and series;
- use of the music in streaming platform content (e.g. Netflix, Amazon Prime, Disney+, others);
- use of the music in cinema advertising, TV commercials and international campaigns;
- use of the music in international distribution.

### Prohibited use:

- reselling or relicensing the music as a standalone product to third parties;
  - presenting the music as the buyer's own original work without agreed credit (unless covered by a specific agreement).
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## V. Validity and limitations of licenses

- Licenses are non-exclusive – MARMES MUSIC may license the same work to other clients.
  - Licenses are generally perpetual unless otherwise agreed in writing.
  - Licenses are granted to the buyer only and are non-transferable to third parties (unless agreed in writing).
  - Licenses do not transfer ownership of the music – all copyrights remain with MARMES MUSIC.
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## VI. Applying licenses to CDs

If the buyer wishes to use music from a CD under any of the above licenses (Personal, Commercial, Extended Commercial, Derivative, Broadcast), they **must purchase** the corresponding license separately, even if they already own the CD and have created files from it.

**Buying a CD grants listening rights only, not a license.**

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## **VII. Violations and consequences**

### **1. License violations**

The following (among others) are considered violations of the license:

- using the music outside the scope of the purchased license;
- using the music for commercial purposes without a valid license;
- remixing or creating derivative works without the appropriate license;
- sharing, uploading or distributing the music files without permission;
- presenting MARMES MUSIC as the buyer's own original work without agreed credit.

### **2. Possible consequences**

In case of a license violation, MARMES MUSIC may take the following actions:

- immediate termination of the license without refund;
- a demand to cease all use of the music in all projects;
- a demand to remove the music from all platforms (YouTube, Spotify, social media, streaming services, etc.);
- a claim for damages based on the extent of the violation;
- copyright infringement notices (e.g. DMCA, platform reports);
- legal action in accordance with applicable copyright laws.

MARMES MUSIC reserves the right to assess each case individually and apply appropriate measures depending on the situation.

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## **VIII. Contact and special agreements**

If you wish to:

- obtain an exclusive license;
- negotiate special terms (e.g. ghost production, specific crediting, limited territories);
- discuss large-scale or long-term collaboration;

please contact MARMES MUSIC via the shop contact form or by email.

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*This license page is informational and describes the general terms for using MARMES MUSIC music. For specific legal questions or complex use cases, consulting a legal professional is recommended.*