



Terms and Conditions: Notnice Beats

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Welcome to www.notnicerecordsjm.com (the "Site"). These Terms and Conditions ("Terms") govern your use of the Site and apply when you pay to lease or purchase a beat. By submitting payment for a license, you agree to be bound by these Terms. If you do not agree, do not lease, purchase, or use any beats from the Site.

1. License Grant (Conditional and Executory)

No license is granted unless and until full payment is received. Once payment is completed, and subject to your continued compliance with these Terms, you are granted a limited, non-transferable, and non-exclusive (unless otherwise specified) license to use the selected beat(s) solely as described in the applicable license agreement at checkout.

Until payment is made, no rights, licenses, or usage privileges are granted or implied.

2. Unauthorized Use Prohibited

You may not:

- Download, reproduce, distribute, perform, or otherwise use any beat unless and until you have obtained a license by paying the applicable fee.
- Use a beat for any project (commercial or non-commercial) without an active license.
- Reverse-engineer, play over, "relick," extract, or manipulate any beat outside the licensing terms.

Any unauthorized use of beats constitutes a material breach of these Terms and may result in legal action, including claims for copyright infringement.

3. Intellectual Property and Ownership

All beats (including both the files and the musical compositions) are protected by copyright and remain the sole intellectual property of the Licensor. You do not acquire any ownership rights. You receive only a license to use the beat as described, and only after you pay the applicable fee.

4. Types of Licenses

a. Non-Exclusive License

Upon payment, you are granted a non-exclusive, non-transferable, and limited license to use the selected beat as follows:

- You may combine the beat with original vocals to create a musical composition or “record” (the “Record”).
- You may distribute, stream, and make the Record available for download on digital platforms (e.g., Spotify, Apple Music, SoundCloud, YouTube, etc.).
- You may not use the beat or any Record comprising the beat in synchronization with visual media (e.g., film, TV, video games, advertisements), or in any other commercial context, unless a separate sync or commercial license is negotiated directly with the Licensor.
- You may not use the beat, or any Record comprising the beat, in any of the following contexts without the express written consent of the Licensor:
 - Non-fungible tokens (NFTs), blockchain projects, or crypto-related media
 - Artificial intelligence (AI) training or generative models
 - Defamatory, hateful, discriminatory, or unlawful content
 - Political campaigns or endorsements
- You may not sublicense, resell, or otherwise commercially exploit the beat or derivative works beyond what is explicitly permitted herein.

Usage Limitations:

The non-exclusive license permits up to 1,000,000 cumulative streams, downloads, or digital audio transmissions of the Record. If the Record exceeds this threshold, you must contact the Licensor to negotiate an upgraded license or additional rights.

Delivery and File Format:

Upon confirmation of payment, the beat will be delivered to you in high-quality WAV and/or MP3 format via email or a secure download link. Delivery is considered complete once the files are sent to the contact information provided at checkout.

Publishing Requirement:

For each Record incorporating the beat, Ainsley Morris (the “Licensor”) shall receive no less than fifty percent (50%) of the publishing rights. You agree to provide all necessary information and registration details to ensure proper credit and royalty collection for the Licensor.

Writer Credit Requirement:

In addition, Ainsley Morris must be credited as a writer on all Records created using the beat, including but not limited to registrations with performance rights organizations (e.g., ASCAP, BMI), metadata for streaming platforms, and any public release credits.

Ownership and Rights Reserved:

The Licensor retains full ownership of the beat and may continue licensing it to other artists or users. This license does not confer any ownership interest, nor does it permit exclusive use.

b. Exclusive License

Exclusive licenses are not available through this website and may only be granted upon direct negotiation and written agreement with the Licensor. No exclusive rights are implied or granted by purchasing any beat from this Site.

5. Termination of License

Licenses may be terminated by the Licensor on written notice to the email address associated with your account if:

- Payment is reversed, disputed, or canceled;
- You breach these Terms;
- You exceed the scope of the license granted.

Upon termination, you must immediately cease use of the beat and delete all copies.

6. Limitation of Liability & Disclaimer

The Site is provided “as is.” We are not liable for damages resulting from your use of licensed or unlicensed content. Ensure you understand your rights and obligations before using any beat.

7. Refund Policy

All sales are final. Due to the digital nature of the product and immediate delivery upon payment, **no refunds** will be issued under any circumstances. Please review all product information carefully before purchasing.

8. Governing Law

These Terms are governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute, controversy, or claim arising out of or relating to these Terms, the license of beats, or any breach thereof, shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in New York County, New York, and the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own legal fees and costs associated with the arbitration, unless otherwise determined by the arbitrator(s).

9. Contact

For licensing questions, contact:

Notnice Records Limited

info@notnicerecordsjm.com