



KING'S CROWN  
P R O D U C T I O N S

## Standard License (Basic)

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# (Basic) Standard License

## Terms & Conditions

### Overview

The *Basic Standard License* grants the <sup>i</sup>licensee the <sup>ii</sup>timeless non-exclusive world-wide right to use a <sup>iii</sup>song in synchronization with other <sup>iv</sup>media, to create **one end product** for <sup>v</sup>non-commercial use — subject to the USAGE, RESTRICTIONS and all other information below:

## USAGE

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### ❖ End Product Options

As the holder of a *Basic Standard License*, you have the choice of one of the following for your end product:

1. A free video that will be created for non-monetized uses on-line (YouTube, Vimeo, personal website etc.) and/or used in <sup>vi</sup>private display (weddings, internal business meetings etc.)

Your end product may also be shared on social media such as Facebook, Twitter, Instagram, Google Plus, SnapChat etc. and shared via physical means such as CDs or DVDs (subject to the quantity under “Physical Copies”).

*\*Important:* With usage #1 above, you are not limited to only one of the choices. For example, with this license you can:

- a. post a video you created on your personal website AND
- b. post the same video on YouTube, Vimeo etc. while ALSO

- c. sharing the video in private settings AND
  - d. sharing or uploading the video across any social media sites WHILE
  - e. creating and sharing physical copies up to the physical copies limit for this license (found under physical copies).
2. Free app or game (created for a website / app stores)
  3. Free podcast or audiobook (created for iTunes & other audio platforms)
  4. Background music for free website (1 domain per license)

#### ❖ **Online Streams / Views / Impression**

You are not limited in the number of streams, views or impressions your end product has online.

#### ❖ **Downloads**

In the event that you will offer your end product for free download (where your end product will actually be stored on a user's computer or digital device, not streamed), you are limited to 1,000 digital downloads. Downloads are not permitted for End Product Option 4 (i.e. allowing website users to download the licensed music).

#### ❖ **Physical Copies (Reproduction & Distribution)**

In the event that you will freely offer your end product on/within a physical format like a CD or DVD, you are limited to 500 physical copies. For End Product Options 1, 2 and 3, 500 physical copies may be made in **addition to** online use, not in replacement of. Physical Copies are not permitted for End Product Option 4.

#### ❖ **Territory**

The territory for this license is world-wide.

#### ❖ **Variations**

In some cases, variations of an end product are covered under this license. For example, let's say you have licensed a song to use it in a non-monetized video that

advertises your business on YouTube.

To engage your viewers, you have created three different versions of the video (a series) — they all promote your business in similar ways but content wise are unique.

In this example, in a series use, you would only require one license from us. You could not use the same license to create 20 different videos about your business that spans over 3 years however. Separate and unique projects require their own license.

As variations can easily fall into a grey area of licensing, we recommend that you [contact us](#) for an all clear first if your project requires variations.

## RESTRICTIONS

1. A song may not be used in more than one end product.
2. A song may not be used in conjunction or connection with sensitive, demeaning or defamatory material, which includes but is not limited to: pornography, racism, hate speech and other similarly objectionable uses.

If you have any questions about permitted and restricted uses, please [contact us](#).

3. This license does not cover any uses (e.g. television & radio broadcasting) not listed under “End Product Options”.
4. This license grants use of a song, not ownership of a song. A song cannot be remixed or used with other audio material to be licensed or sold as a new or derivative musical work. In addition, a song or end product may not be claimed or registered through performance rights agencies, Content ID programs, or similar rights societies and programs.
5. Though a song can be edited, re-arranged and/or looped to fit your project, you cannot add additional instruments which change the <sup>vii</sup>fundamental character of the song to create a new or derivative work. In addition, you cannot add vocals with or without lyrics to an instrumental version of a song.

6. A song cannot be used in applications that allow an end user to customize a digital or physical product (templates), and redistribute or showcase that product.
7. A song may not be used to create other items licensed or sold on stock websites or marketplaces.
8. A song must not be used in violation of any country specific laws that apply to you.

## OTHER IMPORTANT INFORMATION

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### ❖ **Content ID**

Music licensed on kingscrownproductions.com has been registered with YouTube's <sup>viii</sup>Content ID program. In short, if a YouTube video is not pre-cleared before it's made live on YouTube you will receive a "matched third party content" copyright notice inside of your account. While the video can still be played, some of its functionality will be limited until the notice is cleared.

This happens because YouTube does not know you have a valid license to use the song yet. For information on clearing notices, pre-clearing videos and channels, Content ID, AdRev and more please see:

<https://www.kingscrownproductions.com/content-id/>

### ❖ **Performing Rights**

If a composition has been registered with a Performing Rights Organization, it is noted in the song's description section.

### **Broadcasters**

When a song is registered with a PRO, it means that additional royalties are collected from broadcasters (TV stations, radio stations, cinemas etc.) for the "public performance" of registered songs. Those royalties are then paid to publishers and/or song writers. In the case of PRO registered music, public performance rights are being granted separately from this license.

Broadcasters, like the BBC for example, pay a large annual fee or a “blanket performance license fee” to PROs to cover the broadcast of music on their network(s). Another example of a broadcaster would be YouTube. Just like the BBC, YouTube also pays a large annual fee to PROs for the broadcast of music over their online platform.

### **What does that mean for you?**

In the vast majority of cases, buyers are the “producers” and not the broadcasters. Therefore, for the vast majority of buyers, whether a song is registered with a PRO or not makes no difference as you will not be required to pay any other fees than the cost of license on kingscrownproductions.com.

### **If You Are The Broadcaster**

In the rare event that you yourself are the producer AND broadcaster (venue, station, cinema etc.) or you are using licensed music at a venue that does not have a blanket license with a PRO, you may be required to pay a performance fee to the PRO in your region / country.

As the laws regarding what is required of broadcasters vary from country to country, it is the broadcaster's responsibility to meet the legal requirements of their country's PRO.

## **KING'S CROWN PRODUCTIONS**

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### **❖ Warranties**

King's Crown Productions Inc. warrants that it legally owns and/or controls 100% of the copyright to the Compositions and Master Recordings found on kingscrownproductions.com, and that it has all rights necessary to grant this license; that there are no liens, encumbrances, security interests, nor any claims or litigation, either existing or threatened, which may in any way interfere with, impair or be in derogation of the rights herein granted to purchaser/licensee.

### **❖ Reservation of Rights**

King's Crown Productions Inc. specifically reserves unto themselves all rights of every kind and nature except those specifically granted to purchaser/licensee herein.

### ❖ Termination of Rights

If you are found to be in breach of licensing terms, your license may be terminated by King's Crown Productions Inc. at any time. Upon notification of termination, it is expected that all use of audio material licensed through kingscrownproductions.com stops immediately.

## QUESTIONS & ANSWERS

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**Q:** Can I transfer my license to a client I am making a project for?

**A:** Yes. Please ensure that your client understands that they will be responsible for adhering to the terms and conditions of the license however!

**Q:** What happens when I reach the license limits of digital downloads or physical copies allowed?

**A:** If you would like to extend the number of downloads or physical copies you are permitted, another license must be purchased.

**Q:** The type of use I am looking for is not covered by any of your licenses? Is there anything else you offer?

**A:** There are inevitably uses of music we may have overlooked. If it's not listed in our licenses, please [contact us](#) and we will be happy to help!

## DEFINITIONS / ENDNOTES

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<sup>i</sup> **Licensee** — The one licensing the music: This can either be an individual, an individual on behalf of a business or a business itself.

<sup>ii</sup> **Timeless** — While all of our licenses are considered perpetual or timeless, certain licenses have limits or conditions that, once reached, cause parts of a license to expire.

For example, when the download cap of this license is reached, that part of the license expires. All

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other rights granted by the license remain in effect however.

In this case, to allow the end product for download (not to be confused with a stream) again once you hit the 1,000 digital download limit, a new license would need to be purchased.

iii **Song** – The composition and it's master recording that is licensed and downloaded through King's Crown Productions Inc.

iv **Media** — Audio or video material the licensee owns or has the legal right to use.

v **Non-commercial Use** — Free uses, or uses that you aren't charging for or making money from. For commercial use please see the additional licenses we offer.

vi **Private Display** — Displaying or playing a video in a private setting like someone's home, an internal business meeting or training seminar for example. For public display an Enhanced Standard License is required.

vii **Fundamental Character** — Let's say you wanted to add a gong sound effect at the beginning of your project that overlaps the music, or sound effects throughout the duration of a song to highlight action in a video project: These type of use are completely acceptable. What isn't permitted, is editing and adding instruments to a song so that it becomes vastly different from the original.

viii **Content ID** — Content ID refers to the technology of digitally fingerprinting content, in this case music, for recognition and tracking across YouTube (and places that YouTube content is used and embedded). Content ID is a system to deter, monetize and/or terminate illegitimate uses of music on YouTube and YouTube partner platforms.