

## Terms & Conditions

ILLmaculate Sounds (La Charles Davidson)

(1) **FREE DOWNLOADS** – Free downloads of any beat produced by ILLmaculate Sounds (La Charles Davidson) do not include any artistic, commercial, profitable or legislative rights to the beat. Those versions are only for non-profitable use, meaning only for demonstrational tracks. You are allowed to upload tracks (recorded over free downloaded beats) on internet pages like Reverbnation, Soundcloud, Facebook, Soundclick or Youtube, etc. When being uploaded or presented (for demonstrational use only!), credit always has to be given in a written form to “ILLmaculate Sounds” (example: Beat by ILLmaculate Sounds) (e.g. in the song description or song title). You are allowed to put the track on a free mixtape if it is for promotional use only and strictly for non-profitable purpose. If you want to put your song on an album, or manufacture physical copies, or sell your music in any form, you need to purchase at least a leasing license or higher license which is appropriate for your needs. The meaning of free downloads is to do a song for yourself, to do first pre-recordings and to see if the song works out well and is worth to make investments in one of the license types. It is not allowed to make any kind of profit with free download versions. No DVD-, no CD-, no TV-, no radio-streams or airplay allowed! No monetization of videos or any form of audio allowed. Furthermore it is not allowed to make any changes to the beat or remove any of the used tags or blend out parts of the beat (beat-drops). Copying, distributing, uploading or ripping any audio material (e.g. beat, tag, sounds, instruments, drums, etc.) in any form other than allowed in this agreement is strictly prohibited and will not be tolerated at any time! Downloading a tagged beat does not reserve rights to the beat for any form of future licensing. The person disobeying these rules will likely face a law suit for copyright infringement.

(2) **LEASING RIGHTS** - Also known as non-exclusive rights, purchasing a leasing license grants the customer limited artistic, commercial and legislative rights to the corresponding beat(s) for one single profitable/commercial use (e.g. album, EP, single or mix-tape) on any physical or digital medium such as CDs, DVDs, Blu-ray Discs, LPs, Cassettes, USB-Sticks or digital sales (e.g. itunes, google-play, etc.) with a circulation of up to 2.500 sales units, all royalty-free. If this point of sale is reached and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade (if the beat has not yet been sold with exclusive rights and is still available). 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. A leasing license (non-exclusive) comes as a mixed, tag-free WAV-file, MP3-file and a contract/invoice, stating the rights of use and details of purchase. 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 and licensing, except for upgrading previously sold non-exclusive licenses to a higher non-exclusive license. Previous leasing/non-exclusive rights that have been sold before the beat is sold exclusively are not affected and stay valid until the applicable sales cap has been reached. Leasing a beat does not make the licensee the sole owner of the beat, nor does it give the licensee any administrative rights to the beat concerning legal actions against other license owners or anyone using any of the compositions offered by ILLmaculate Sounds (La Charles Davidson) 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 rights license. For this purpose licensee must own exclusive rights to the beat or a higher non-exclusive license such as 'premium leasing rights' or 'extended premium leasing rights', depending on which type of use he wants to market and distribute the song(s) over the beat(s). 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 licensee) 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 the corresponding rights to another person or third party (example – Record Label, another production company, another producer, another artist), or for use in any competitive product. This excludes companies the licensee holds at least 50% of ownership. The licensee understands that the licensor maintains 100% copyright and ownership of the original instrumental composition. Licensee cannot use any beat compositions as background element in TV, Film and DVD / computer game projects without obtaining written consent and a separate license agreement. Licensee must include on all productions and products the producer's name (ILLmaculate Sounds). 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, Cassette tapes, LP's, Cards, etc. (Example credits: "Beat prod. by ILLmaculate Sounds" or "Music produced by ILLmaculate Sounds" Music © 2015 All rights reserved. Used under license. Any displayed or downloadable MP3 files must include "Beat by ILLmaculate Sounds" within the file name. Furthermore, LEASING RIGHTS are subject to registrations in points (8) – (13).

**(3) PREMIUM LEASING RIGHTS** – Same restrictions as in point (2) LEASING RIGHTS, but including the following differences: A premium lease comes as a mixed tag-free WAV-file, tag-free MP3-file and the corresponding separate track-lines in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Instead of an allowed circulation of up to 2.500 sales units for LEASING RIGHTS, premium leasing rights allow up to 5.000 total sales units. Besides these allowed sales units (physical or digital song sales) which count as 1 profitable project, the customer/licensee is allowed to use the beat(s) for 1 further profitable project, either for public performances such as profitable live shows, or for monetized (profitable) videos (e.g. youtube, etc.). Licensee is allowed to earn up to \$1000 in total through either live shows or monetized videos. Licensee may not split earnings for both types of public performances, only 1 type of public performance is allowed! Once licensee has reached the limit of his allowed sales units and allowed total earnings, and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade (if the beat has not yet been sold with exclusive rights and is still available). 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 listed in point (2) LEASING RIGHTS, which are not included in this point (3) in changed form or as an addition, count as general non-exclusive rights terms that are legally valid and relevant for Premium Leasing Rights. Furthermore, PREMIUM LEASING RIGHTS are subject to registrations in points (8) – (13).

**(4) EXTENDED PREMIUM LEASING RIGHTS** – Same restrictions as in point (2) LEASING RIGHTS and point (3) PREMIUM LEASING RIGHTS, but including the following differences: Extended Premium Leasing Rights come as a mixed tag-free WAV-file, tag-free MP3-file and the corresponding separate track-lines in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Instead of an allowed circulation of up to 3.000 sales units for LEASING RIGHTS, extended premium leasing rights allow up to 10.000 total sales units. Besides these allowed sales units (physical or digital song sales) which count as 1 profitable project, the customer/licensee is allowed to use the beat(s) for 2 further profitable projects. Licensee may use beat compositions in songs, used in public performances such as both profitable live shows as well as for monetized (profitable) videos (e.g. youtube, etc.). Licensee is allowed to earn up to \$2000 in total through live shows or monetized videos. Licensee may split earnings for both types of public performances and decide himself how he wants to use his total earnings limit for the 2 types of public performances that are allowed! If licensee decides to not sell his song under use of the allowed sales units as 1 profitable project, licensee may instead double his allowed total earnings limit for public performances that is defined in his license (this results in \$4000 total earnings for Extended Premium Leasing Rights through public performances). In this case Licensee waives his rights to sell his music as physical or digital copies, under the allowed sales cap which is 12000 units for extended premium leasing rights. Once licensee has reached the limit of his allowed sales units and allowed total earnings, and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade (if the beat has not yet been sold with exclusive rights and is still available). 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 professional lease, etc. 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 listed in point (2) LEASING RIGHTS and point (3) PREMIUM LEASING RIGHTS, which are not included in this point (4) in changed form or as an addition, count as general non-exclusive rights terms that are legally valid and relevant for Extended Premium Leasing Rights. Furthermore, EXTENDED PREMIUM LEASING RIGHTS are subject to registrations in points (8) – (13).

(5) **EXCLUSIVE RIGHTS** – The purchase of exclusive rights grants the customer full artistic and 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, 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. Once a beat has been sold with exclusive rights, it will no longer be available for any kind of future sale/licensing. Previous leasing rights being sold before the beat has been sold exclusively are not affected hereby and stay valid until the sales cap has been reached. License owners of non-exclusive rights may upgrade their current non-exclusive license to a higher non-exclusive license (if available). It is therefore possible that a beat has been leased several times before exclusive rights are sold. Once exclusive rights are sold, the beat(s) will be marked as ‘sold’ and any possible download and licensing option will be removed. Upon request, a sold beat may be removed from any website and marketing space where it has been offered for sale by the licensor, if licensor agrees to. This excludes demonstrational videos (e.g. youtube, etc.) or demonstrational audio material used in intros, animations or as background music. Licensee is not allowed, nor has the authority, to dis-allow/forbid other non-exclusive license-owners any use of the beat-composition(s) for commercial/profitable purpose or take legal actions against non-exclusive license owners. The licensor expressly forbids re-sale or other distribution of the producer’s beat-composition, 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. Licensee is allowed to sell his song over the beat-composition without any sales limitation or sales cap, worldwide and throughout the universe, without terminability, 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. The licensee understands that the licensor maintains 100% copyright and ownership of the original instrumental composition and that licensee buys exclusive 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 stay within their administrative guidance and license-warranties. Licensee can use song(s) over beat compositions as background element in TV, Film and DVD / computer game projects without obtaining written consent and/or another license agreement. Licensee must include on all productions, products and any medium the producer’s name (ILLmaculate Sounds). 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 ILLmaculate Sounds” or “Music or Beat produced by ILLmaculate Sounds” Music © 2015 All rights reserved. Used under license. Any displayed or downloadable files such as MP3-files must include “ILLmaculate Sounds” within the file name. Furthermore, EXCLUSIVE RIGHTS are subject to registrations in point (7) – point (13).

**(6) CUSTOM BEATS / REMIX PRODUCTION** – Custom Beat Production or Remix Productions, are treated similar to exclusive rights and come with the same rights and restrictions, as defined and listed in point (6) for exclusive rights licenses, with the following exceptions/additions/changes: Beat-Compositions that are sold as ‘Custom Beats’ or ‘Custom Production’ have never been displayed, played or distributed publicly and are solely created for the customer/licensee and sold to the customer/licensee, never have been sold as non-exclusive rights before to a third party and will not be sold or offered for sale anytime, except if licensee/customer doesn’t keep up with his payment- and transaction-obligations. Licensee/Customer acknowledges that ILLmaculate Sounds (La Charles Davidson) is not responsible, nor liable/amenable, for any legal issues, caused by using any material (e.g. sound recordings, samples, loops, etc.), customer/licensee wants ILLmaculate Sounds (La Charles Davidson) to use and incorporate in the concerned ‘custom beat’/‘custom production’ or ‘remix production’. For a custom beat production, ILLmaculate Sounds (La Charles Davidson) requires 1/4th (one fourth) of the total agreed amount/price to be paid upfront. After discussing ideas and customer’s/licensee’s wishes for the ‘custom beat’ or ‘remix production’, customer/licensee will receive first sample to the ‘custom beat’ sound recording within 72 business hours as a tagged demo file in low quality MP3-format, sent via e-mail. After discussing further ideas and customer’s/licensee’s wishes for any changes/additions to the ‘custom beat’, ILLmaculate Sounds (La Charles Davidson) will continue working on the beat until customer/licensee is fully satisfied with the results. Once finished, after customer’s/licensee’s verbal or written approval (via e-mail, phone, skype, etc.), licensee/customer will receive full untagged beat, including tracked out files, mixed WAV-file and MP3-file + license-agreement/receipt, within 24 business hours after final payment, 3/4 (three fourths), has been paid off. If customer/licensee does not keep up with his payment rates, dates, or any other duties related to the transaction, etc., ILLmaculate Sounds (La Charles Davidson) has the right to use the custom beat as product/beat-composition for public licensing, in any form, or for own projects, at his sole discretion. Customer/licensee will then keep a extended premium lease to the concerned beat(s) or lower/higher non-exclusive license, in case the payment(s) he made already, cover at least the amount necessary for this type of license. Furthermore, ILLmaculate Sounds (La Charles Davidson), will always have the exclusive and unlimited right to cancel the ‘custom beat production’ or ‘remix production’ at any time, by sending customer/licensee a refund of the amount customer/licensee has paid for the beat. Customer/licensee will then keep a professional lease or lower/higher non-exclusive license to the concerned beat(s), in case the payment(s) he made already, cover at least the amount necessary for this type of license! Furthermore, ‘Custom Beats’ and ‘remix productions’ are subject to registrations in point (8) – point (13).

(7) **CREDIT AGREEMENT** – Credit must always be given to “ILLmaculate Sounds” in written form, for example “ILLmaculate Sounds” By making a purchase of any kind or downloading demo beats, tagged beats, etc. or any similar content, the customer declares that he will give credit to the producer where possible in a written form (cd cover/booklet, song or video descriptions, youtube videos, file-names, mixtapes, albums, singles, remixes, social network pages such as facebook, music sites such as soundcloud, reverbNation, etc.). Proper credit is given as follows: (Example credits: “Beat prod. by ILLmaculate Sounds (La Charles Davidson)” or “ILLmaculate Sounds” Music © 2015 All rights reserved. Used under license. Any displayed or downloadable files such as mp3s, wav files, etc. must include “Beat by ILLmaculate Sounds” within the file name. If beat-composition(s) and/or licensed material contain(s) any pre-recorded and mixed/embedded hook(s) (also known as chorus) by an artist (singer/rapper), the name of the artist is listed and can be found in the filename(s) or purchased items and on our website. If there is doubt about an artist’s name, you, the licensee or person entering into this agreement bound to the terms and conditions, has the responsibility to contact us for this information. In case a beat-composition contains such (a) hook(s), all credit as needed for ILLmaculate Sounds (La Charles Davidson) is also needed to be given in written form as follows (‘Hook by Artistname’ or ‘featuring Artistname’). All hooks come royalty free as ILLmaculate Sounds (La Charles Davidson) owns full commercial/profitable rights to them. Beats with hooks being displayed as ‘instrumentals with hooks’ are treated just like all other beat-compositions in regards of licensing and registrations in the terms & conditions. All artists that may be appearing on beats and performing hooks have been paid upfront for their work as ‘work for hire’ and are legally qualified to enter into this agreement without further agreement(s). No further license documentation by Ear2TheBeat is required for proof of legal correctness.

(8) **PAYMENTS** – ILLmaculate Sounds (La Charles Davidson) accepts PayPal, Major Credit Card Payments, Western Union and Bank transfers. 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 ILLmaculate Sounds (La Charles Davidson) will only be delivered after receiving the payment(s), never upfront. Payments that are still pending and not being credited yet need to be credited first before delivery! Payment plans for services and products, can be set up individually. A verbal or written separate individual agreement therefore is necessary. Payment plans can vary from 2-12 payment steps, at least ¼ of the total price of the service(s)/product(s) needs to be paid upfront as a down-payment. If the customer does not fulfil his payment-plan obligations and does not complete the payment plan or keep up with the agreed payment rates and dates, there will be no refund of any payments made, due to the administrative work and possible financial losses. The beat will become available again for sale and the customer will keep an extended premium lease or professional lease to the concerned beat(s), in case the payment(s) he made, cover at least the amount necessary for this type of license! Beats that are being paid with payment plans will be put and marked ‘on hold’ on our website(s) and marketplaces, and may no longer be sold with exclusive rights, but may still be leased to multiple customers at the same time until the last payment step of the payment plan has been completed and the total amount of all items/services/products has been paid off. In case of a money-refund by any of the parties, the issued contract becomes invalid. Payments that are in any form held, refunded, cancelled or incorrect, by any of the parties, result that the issued contract(s)/license agreement(s) and all of the granted rights therein become invalid and reversed.

9) **PUBLIC PERFORMANCES** (Shows/Videos/Streams/Radio-and TV-airplay) – Public performances are ‘live shows’, ‘live video streams’, ‘videos’, ‘audio streams’, ‘radio airplay’, tv airplay’ and ‘film music’ either as just music (standalone) or music in a movie, tv- or video-commercial, spot, etc. Non-profitable live performances or public performances (non profitable live shows, non profitable video streams, non-profitable audio streams) are allowed for any license type, without limitation in amount of performances. Profitable performances are only allowed with premium leasing rights, extended premium leasing rights and/or exclusive rights. See appropriate/specific license description and terms. The only license allowing unlimited public performances of any kind, is exclusive rights. TV- and radio-airplay or streams are only allowed for extended premium leasing rights and/or exclusive rights. Profitable live shows or monetized videos are allowed for any license higher than standard leasing rights (see restrictions in points 2-7). All profitable public performances as well as allowed sales units, if applicable for license type, are royalty-free, this means licensee keeps 100% earnings/profits made

(10) **YOUTUBE VIDEOS** (Content ID) – The licensor has the unlimited, worldwide rights to register his beat-compositions with a content-ID program/institution such as AdRev, etc. (if you have questions about content ID or AdRev, please google ‘Content ID’ and ‘AdRev’) and be the sole administrator of youtube rights using such a content ID program. 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 and exclusive license owners administrative guidance and license-warranties. The main purpose is to stop people from stealing beats and using/monetizing them in videos without owning a license. What AdRev does is scan youtube videos for audio material produced by ILLmaculate Sounds (La Charles Davidson) and automatically sends a copyright claim, which blocks your videos from monetization temporarily. Don’t worry! This claim is more a notification and will NOT harm your channel or video, nor does it force you to take down the video(s), the only thing it does, is disable the monetization option temporarily. Your video will keep playing without any other limitations. Anyone using free downloads and tagged demo downloads in videos on youtube can ignore this copyright notification as it doesn’t stop your video from playing and monetization wouldn’t be allowed for non-licensed beats at all (if monetization is desired, you can purchase premium leasing rights license or higher if beat is still available). **IMPORTANT! – All license owners need to send me their link(s) to their video(s) and details of purchase so I can put their video(s) on the whitelist and remove the copyright claim within 24 hours – please send details/links to: [illmaculatesounds@gmail.com](mailto:illmaculatesounds@gmail.com) including your full name, link to video(s) and/or email address used for purchase.** This is the exact message you might receive: Due to a copyright claim, you are no longer monetizing the following YouTube video. It is still playable on YouTube, but the copyright owner could choose to show ads on it. It may therefore be possible that you receive a copyright claim on youtube videos, even if you own a license. As listed above, please follow the instructions written in bold! Using a content ID program is the only way I can assure that only people with an appropriate beat-license are monetizing their videos rightfully and legally on youtube. It also protects your videos from receiving fraudulent claims by third parties that claim to own the administrative rights to the beats. If you have any questions concerning this issue, feel free to contact me anytime via email and I will respond in 24 business hours.

(11) **DELIVERY** – Products, files and documents are delivered electronically via an automatic system if purchased via our instant delivery store, and also manually within a delivery time frame of 24 business hours if purchased any other way. All products, files and documents are delivered electronically via e-mail as download links, hosted through a file-sending service such as [sendspace.com](https://sendspace.com), license agreement(s) may be sent as attached pdf-file(s). No tangible/physical copies will be delivered via postal mail for non-exclusive rights licenses, upon request, we send tangible/physical copies in form of a printed license-agreement/receipt and a CD/DVD containing the files to the product(s) via postal mail, in case it's an exclusive rights purchase or custom beat production. Please check your spam and junk folders if you don't find our e-mails in your inbox. Make sure you don't block pop-up windows in your browser or links in your email provider/software. If links are not clickable, copy and paste the link(s) in the address bar of your browser. If you experience any issues with download links, please try a different browser or computer/device. Most mobile phones and devices are not capable of downloading and saving files, in order to download the files/documents properly, please use a desktop computer such as a PC, Mac, Laptop or Macbook.

**(12) GENERAL TERMS AND CONDITIONS** – The license agreement(s) do not need to be signed by the customer(s)/licensee(s) and automatically become legally valid and active with purchase (payment needs to be fully credited) and receipt of purchased items. As displayed on our website, customer automatically agrees to all registrations/content that are listed in the terms & conditions, and enters this agreement with purchase. By making a payment, the customer (licensee) declares that he is fully aware of the entire content listed in the terms and conditions, he fully accepts and agrees to them. Full Terms are listed on our official soundclick page. In case of possible changes in any of the listed points, or should one point become invalid or adjusted, all other points in the the terms and conditions stay unaffected and are still valid. Previously sold licenses and granted rights stay unaffected by future changes to the terms and conditions. ILLmaculate Sounds (La Charles Davidson) has the legal right, but never the duty, to re-buy exclusive rights from the current exclusive rights license holder, for any amount of money, if the exclusive rights license holder agrees to it and wants to re-sell his exclusive rights back to the licensor. Interested parties, customers/clients, and licensees/license holders have the full responsibility to read the terms and conditions before making a purchase, and check for updates and/or changes in the terms and conditions on our website. ILLmaculate Sounds (also known as “La Charles Davidson”) is not obliged for addressing any changes in the terms and conditions publicly at any time or in any form. This company’s legal domicile pertains to U.S. law. For any point listed in this written agreement, any restrictions thereof and the general legal relationship, U.S. Law is applicable in any case. If a beat contains sampled material, the clearing of the sample itself needs to be done by the customer(s)/licensee(s), never by ILLmaculate Sounds (La Charles Davidson). The customer(s)/licensee(s) understand(s) that they are responsible for clearing all samples that they choose to use and that the licensor cannot and will not be held liable for the misuse of any sampled material that the licensee uses in conjunction with the original instrumental composition that is being licensed in this agreement. The licensee(s) understand(s) and accept(s) that he/they only paid for the production work of the producer. The licensor does not claim to have/own any rights on any sampled material. Under no circumstances is a customer/licensee allowed to re-sell the beat itself or any modifications thereof, nor transfer the rights to the beat composition in any form to a third party, except for what is listed in the applicable license descriptions (specifically point 2-6 and all other restrictions). Rights that are given to a customer are not transferable and non-refundable, if a customer/licensee features another or other artist(s), not listed as license holders in his license agreement by date of purchase, the issued rights to the beat-composition for use in licensee’s/customer’s song(s), featuring the concerned artist(s), are non-transferrable to other’s and non-splittable, for any kind of non-exclusive license(s) and remain bound strictly and solely to customer/licensee. Exclusive Rights license owners may split rights, transfer rights or share rights to the beat-composition in use of their song(s), by setting up an individual written agreement which needs licensor’s approval at his sole discretion in signed form. If any additional license agreement(s), new license agreement(s), or changes to (a) current license agreement(s), or any concerned additions/adjustments, etc. are desired, license agreement(s) or contract(s) must include these terms and conditions and refer to the points/content, listed in these terms and conditions in order to blend in with all required and necessary information/registrations for any license type, warranties, and general terms and conditions. All orders are final and cannot be changed/altered/adjusted/refunded afterwards, without licensor’s approval.

**(13) PRIVACY POLICY / DIGITAL DOWNLOAD POLICY / LIMITATION ON LIABILITY / TRADEMARKS AND COPYRIGHTS** – We do not give out your information to anyone outside of our business and it is held privately on a secure server. We do not spam or overflow your inbox and will contact you between twice to four times a month with information regarding ILLmaculate Sounds. By signing up to our mailing list, purchasing an item from us or becoming a member, you acknowledge you are on our mailing list as a recipient of our news and updates. Of course you may opt out and unsubscribe our newsletter at any time without need of sending us a message. All of our purchases and business activity is handled through PayPal and their secure servers or through national/international banks or institutions. ILLmaculate Sounds (La Charles Davidson) does not see, use, or know your financial information and we never ask for it. Your information remains private, period. We are not responsible for any damages incurred by malicious attacks on the internet. All items marked for sale on this website and marketplaces we offer our products at, are for digital download only. As a result, all sales on digital downloadable goods are final and we cannot offer a refund for something we cannot take back. In rare cases of duplicate purchases, or other rare circumstances, we will match what you paid with an item of equal or similar value. Every circumstance is different and will be dependent upon review on outcomes of the situation at hand. ILLmaculate Sounds (La Charles Davidson) and ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS AND CONTENT PROVIDERS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF ILLmaculate Sounds (La Charles Davidson) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Trademarks, service marks, logos, and copyrighted works appearing on this site are the property of Ear2ThaBeat (Stefan Hinterlang) or the party that provided the trademarks, services marks, logos, and copyrighted work. ILLmaculate Sounds (La Charles Davidson) and any party that provided trademarks, service marks, logos, and copyrighted works retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this site

## Free

- Free downloads do NOT mean free beats.
- ONLY for non-profit.
- If you want a beat with NO voicetag, buy a premium lease or an exclusive.
- ALL credit for the beat will go to "ILLmaculate Sounds".

## Lease

- One commercial use / for shows / live performances / albums /mixtapes
- Distribute up to 5000 copies
- Untagged beat in HQ Mp3 format
- Your Name still owns the beat

## Premium

- 2 Commercial/Profitable Use (CD, iTunes, etc)
- Sell up to 15 000 units
- Beat(s) delivered as (.WAV 16 Bit)
- Beat(s) can still be sold
- Credit must be given to «Your Name".

## Exclusive

- Use for any commercial use.
- You own full rights to the instrumental.
- Instrumental will be marked as \*SOLD\* and will no longer be available to download or lease.
- Receive tracked out WAV
- Contact for prices & more info – [illmaculatesounds@gmail.com](mailto:illmaculatesounds@gmail.com)