

MUSIC LICENSE TERMS OF AGREEMENT

This music license describes everything that you can and can't do with my music. Please read it carefully. If you have any questions, such as what is considered Royalty-Free and what isn't, feel free to [contact me](#).

By downloading or purchasing music, you, named THE CLIENT, agree to all the terms of this license with Lori Cunningham.

1. Permitted and Prohibited uses of Lori Cunningham's Non-Royalty-Free Music

All rights reserved. Unauthorized duplication is a violation of applicable laws.

Distribution

The Client may not distribute without individual purchases. If The Client wishes to distribute, for example, as gifts to clients, a separate purchase is required for each individual distribution.

Spoken-Word Recordings/Altering Music

The Client may not record or alter the music in any way, shape or form. That means no voice recordings, adding instrumentation, nature sounds, binary beats, etc. The music is a stand-alone product and must stay as such.

YouTube Videos

The Client may not use Lori Cunningham's non-royalty-free music to create and monetize YouTube videos.

2. Permitted uses of Lori Cunningham's Royalty-Free Music

Spoken-Word Recordings

The Client can use the music as a backing track to any kind of spoken-word recording. For example, guided meditations, hypnosis, positive affirmations, EFT sessions, or instructional

recordings. The Client may sell an unlimited number of copies of such recordings, as digital downloads, flash drives, and as CDs, in unlimited online or offline stores

Personalized Recordings

The Client may use Lori Cunningham's music unlimited as a backing track in spoken word recordings that The Client creates on a case by case basis for their clients. Please note that these recordings cannot be duplicated, distributed or sold by your clients. Only The Client, as the licensee, have the right to create and sell recordings that incorporate the music.

Partially Naked Music

The Client may create spoken word recordings with Lori Cunningham's music and leave the music "naked" (without an accompanying voice-over) for up to two thirds of the total duration of each music track. In other words, only one third of The Client's recording must include speech.

Ie, a 20 minute recording. The Client may speak for five minutes and allow the music to play by itself for the remaining 15 minutes. This must be a continuous recording.

YouTube Videos

The Client may use Lori Cunningham's music to create and monetize as many YouTube videos as The Client wishes, only with proper credit (outlined in Section 4).

Video and Film

The Client may use Lori Cunningham's music in the background of videos, films or multimedia projects. For example, TV programs, DVD productions, YouTube or other online videos, corporate presentations, audio-visual tutorials, only with proper credit (outlined in Section 4).

Public Broadcast

The Client may play Lori Cunningham's music during consultations with clients or patients. For example, coaching sessions, hypnotherapy, meditation classes, yoga classes, and physical therapy. The Client may play Lori Cunningham's music at commercial venues or retail outlets with the limit of one location per license.

2. Prohibited uses of Lori Cunningham's Royalty-Free music

Distributing the Music by Itself

The Client cannot re-sell Lori Cunningham's music or distribute Lori Cunningham's music as a music only product, meaning instrumental or by itself.

Subliminal Recordings

The Client cannot use Lori Cunningham's music to create subliminal recordings. The Client's voice may be quiet, but it must be audible, or be heard (otherwise The Client is effectively creating a 'music only' product).

Derivative Work

The Client cannot alter Lori Cunningham's music and then claim that the music is theirs. For example, The Client cannot add brainwave entrainment frequencies, nature sounds, or any other instrumentation to Lori Cunningham's music and then sell or distribute the music as their own product. Any audio-only product The Client creates must include a voice-over.

Sub-Licensing

The Client cannot sub-license Lori Cunningham's music to any third party, nor can The Client sell Lori Cunningham's music as part of a production music library, as stock music, royalty free music or music sample library.

Distribution

The Client cannot make Lori Cunningham's music available in any way that allows people to download or obtain the music as a standalone file.

3. Editing the Music

The Client can edit Lori Cunningham's music if necessary, by looping it, cutting it, applying fade in's, fade out's and transitions from one track to another.

4. Modifying the Music

The Client may accentuate Lori Cunningham's music by adding nature sounds and/or brainwave entrainment frequencies, such as binaural beats as long as proper credit is given (see Section 4 below). The Client may not add additional musical instrumentation.

3. Distributing and Selling Your Products

Royalty-Free music is music that The Client can legally use for commercial purposes without having to pay any ongoing fees. Royalty-Free music costs more than normal music, but the price includes a one-time license fee that allows The Client to use the music to create products and services that earn money, for example, podcast intros, hypnosis & meditation recordings, or videos.

In other words, once The Client has created a product with Lori Cunningham's music, The Client is free to sell and earn an unlimited amount of money from it, without ever paying another cent.

4. Providing Credit

All royalty-free music on musichealthcoach.com was created by Lori Cunningham and it is asked that credit is given. See examples of appropriate credit below: Here are some examples of some appropriately worded credits:

Mp3/Digital Download Credit

Add a credit to the meta tag for the composer: Lori Cunningham.

CD/DVD Credit

(Title of Music) by Lori Cunningham. Licensed by Music Health Coach.

If multiple tracks have been used:

Music by Lori Cunningham. Licensed by Music Health Coach.

Film/TV Production Credit

(Title of Music) by Lori Cunningham. Licensed by Music Health Coach.

YouTube Video Credit

If The Client uses the music to create and monetize a YouTube video, credit must be added in the written video description that includes a link to Lori Cunningham's website.

a. (Title of Music) by Lori Cunningham. <http://musichealthcoach.com>

Or if multiple tracks have been used:

b. Music by Lori Cunningham. <http://musichealthcoach.com>

5. Sharing the Music

If The Client decides to send Lori Cunningham's music to another person, The Client free to do so via any means at their disposal. For example, you may burn a CD or DVD, transfer the music to a portable storage device such as a USB flash drive, and transfer the music via online file transfer services. **IMPORTANT:** The Client may only send the music to persons who are directly involved in the development of their products or projects. Please take all reasonable measures to prevent unauthorized copying and distribution of Lori Cunningham's music.

6. Legal

License fees

Once The Client's initial payment is received, they will not have to pay any ongoing fees of any type. If labeled as Royalty-Free, that means that it is not registered with any performing rights organizations of any kind.

Duration of license

This license has no expiration date. This is assumed that The Client's payment is received in full and haven't breached the terms of this license agreement, The Client can continue to use the music indefinitely.

Grant of License

This music license is granted to one person, or to one business entity.

If the purchaser is purchasing music on behalf of a third party (the nominated licensee), the purchaser hereby represents and warrants that: (i) the purchaser is authorized to act as an agent on behalf of the licensee and has full power and authority to bind the licensee to this agreement; and (ii) if the licensee subsequently disputes such power or authority, the purchaser shall be bound and liable for any failure of the licensee to comply with the terms of this music license.

Intellectual Property and Copyright

MusicHealthCoach.com and all works therein, is a private company owned by Lori Cunningham. Any music downloaded by you from this website is licensed to you, The Client, by Lori Cunningham and its copyright is protected by USA copyright law. Except for your, The Client's, limited right to use the music, Lori Cunningham shall have and shall retain the entire right, title and interest in and to all intellectual property rights arising from or relating to the music and all copies thereof. No ownership or copyright in any sounds or music shall pass to you as The Client by the issuance of this license. The Client cannot use trademarks, logos, album artwork, music samples or images found on MusicHealthCoach.com.

Disclaimers

The Client understands that Lori Cunningham is not acting in the capacity of a doctor, licensed dietitian-nutritionist, psychologist or other licensed or registered professional, and that any advice given by Lori Cunningham is not meant to take the place of advice by these professionals. Lori Cunningham will not diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body.

Lori Cunningham does not dispense medical advice or prescribe the use of any technique as a form of treatment for physical, emotional, or medical advice. In the event The Client uses any of the music and meditations for themselves and/or for their clients, Lori Cunningham assumes no responsibility for The Client's and/or their client's actions.

Only suggestions are given on MusicHealthCoach.com and should be viewed as medical treatment or advice.

Indemnification

The Client shall indemnify, defend and hold the licensor harmless from any and all claims, losses, costs, damages and expenses resulting from or arising out of: (a) breach of this agreement; (b) unauthorized use of the music; (c) activities after the licensor has notified The Client that such activities may result in the infringement of the intellectual property rights of any third party; or (d) any claim that the music or the use thereof infringes upon, misappropriates or violates any patents, copyrights, trademarks, trade secret rights or other proprietary rights of a third party.

Unauthorized Use and Termination

Any use of the music in a manner not expressly authorized by these license terms (including, without limitation, use of the music by more than one (1) user without the purchase of additional licenses) constitutes copyright infringement, entitling Lori Cunningham to exercise all rights and remedies available to it under copyright laws throughout the world. Lori Cunningham shall have the right to terminate The Client's right to use the music immediately upon breach of these license terms. Upon termination, The Client music cease using the music and shall delete or destroy all copies of the music. Termination of rights shall not limit Lori Cunningham from pursuing any other remedies available to it, including, but not limited to, injunctive relief, nor shall termination relieve The Client of obligations to pay Lori Cunningham any applicable license fees. The Client shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

7. Privacy

Lori Cunningham take her customers' privacy seriously. At no time will you, as The Client, personal details or e-mail address be passed onto any other company. Lori Cunningham does not see, nor retain any financial data such as credit card numbers. These are gathered and processed securely by e-commerce partners, such as PayPal, Bandcamp.com, and PayHip.com.

8. Refund Policy

Due to the nature of the purchase, it isn't possible for refunds or exchanges of any downloaded material. The purchase is final. In the incident that there is a defect in the files, prompt action will be taken to remedy and replace the corrupt file.

Do you have any questions about Lori Cunningham's non-royalty-free and royalty free music license terms?

Please contact Lori [HERE](#).