

This Terms of Use License Agreement ("Agreement") is entered into by and between you the submitter ("Licensor") and International Economic Justice League, Inc. ("Company"). This Agreement governs the Company's use of music submissions made available by Licensor, subject to the terms and conditions set forth herein.

## **1. GRANT OF LICENSE**

Subject to the terms and conditions of this Agreement, Licensor grants the Company a nonexclusive, non-cancellable, fully paid up, right to use music submissions ("Music") provided by Licensor. This license allows the Company to:

- a. Use the Music for personal or commercial purposes, including but not limited to synchronization with visual content, live performances, and distribution.
- b. Modify the Music, including but not limited to remixes, adaptations, and alterations, for any purpose, without requiring additional permission or payment.

## **2. CANCELLATION**

This License is not cancellable unless mutually agreed upon by both Licensor and the Company.

## **3. REPRESENTATIONS AND WARRANTIES**

- a. Licensor represents and warrants that it owns all rights and interests in the licensed Music and that it has not infringed on any rights of others.
- b. The Company acknowledges that Licensor's representations and warranties in clause 3(a) are an essential part of this Agreement.

## **4. LIMITATIONS**

The Company agrees to abide by the following limitations:

- a. This license is non-exclusive, and Licensor retains the right to grant similar licenses to other parties.
- b. The Company shall not use the Music in any manner that may infringe upon the rights of third parties, including but not limited to intellectual property rights.

## **5. INTELLECTUAL PROPERTY**

- a. All intellectual property rights in and to the Music, including any modifications made by the Company, remain the sole property of Licensor.
- b. The Company acknowledges and agrees that this Agreement does not grant the Company any ownership rights or title to the Music.

## **6. COMPENSATION**

The Company and Licensee that adequate compensation has been paid to Licensor for the use of the Music under this Agreement, the sufficiency of which is acknowledged by both parties. No additional payments or royalties are required for the usage granted herein.

## **7. TERMINATION**

This Agreement shall remain in effect until terminated by mutual agreement of both parties.

#### **8. DISCLAIMER OF WARRANTIES**

The Music is provided "as-is," without warranties of any kind, express or implied, other than the representations and warranties under Section 3 herein.

#### **9. LIMITATION OF LIABILITY**

Licensor shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, arising out of or in connection with the use of the Music.

#### **10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of California. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located within California.

#### **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, and understandings, whether oral or written.

#### **12. ACCEPTANCE**

By indicating acceptance of this agreement by check box and uploading Music, Licensor acknowledges that it has read, understood, and agrees to be bound by the terms and conditions of this Agreement.