

## Nilo Sounds License Terms and Conditions

### 1. Sensitive Use

Unless we have granted you prior written consent from Nilo Sounds, LLC, you may not use any Content in any context that would be unflattering or unduly controversial to a reasonable person. This includes use related to the promotion, advertisement, or endorsement of any political party, candidate, or elected official, or in connection with any political policy or viewpoint, or as suffering from, or medicating for, a physical or mental ailment ("Sensitive Use"). For avoidance of doubt, use of Content that is not Editorial Content in an obviously satirical Production or use of Editorial Content in accordance with Section 7 would not be prohibited by this section.

### 2. No Unlawful Use

You may not use any Content in a pornographic, unlawful, or defamatory context or manner, including use:

- (i) in connection with pornography, adult videos, adult entertainment venues, escort services, dating services, or the like;
- (ii) in connection with the advertisement or promotion of tobacco products;
- (iii) depicting a person in the Content as engaging in acts of moral turpitude or criminal activity.

### 3. Retention of Rights to the Content

You do not acquire ownership of the Content. We and/or the Content contributor retain all rights, titles, and interests in all copyrights, trademarks, trade secrets, and other proprietary rights not expressly granted. The License does not include the right to record a new performance of the composition reflected by the Content.

### 4. License Conditioned on Compliance

The License is conditioned upon your material compliance with this Agreement, and our receipt of full payment for the applicable license and content.

### 5. Contact for Additional Rights

If you require uses not covered by this Agreement, please contact us at: [contact@nilosounds.com](mailto:contact@nilosounds.com).

### 6. PRO Registration

Our music tracks are registered with Performing Rights Organizations (PROs) such as ASCAP, BMI, SOCAN, SESAC, PRS, etc. This License does not include public performance rights or waive any associated

royalties or cue sheet obligations.

## 7. Restrictions on All Audio Content

You may not:

- (i) use audio content on its own in products like CDs, mp3s, or other audio-only formats not part of a synchronized project;
- (ii) place it where it can be extracted as a standalone file;
- (iii) share it via peer-to-peer or similar platforms;
- (iv) resell it as hold music, background tracks, or ringtones;
- (v) redistribute it in any form.

## 8. Our Warranties

We warrant that we have the right to grant this License and that the Content is free from material defects preventing download or permitted use. If defects occur:

- (i) you may re-download the content within 30 days;
- (ii) or request a refund if issues cannot be resolved.

## 9. Your Representation

You affirm that you are of legal age and capacity to enter into binding agreements.

## 10. Accuracy of Your Information

You warrant that all information you provide (including billing data) is accurate and will be kept up to date.

## 11. Term and Termination

If you materially breach this Agreement and do not remedy it within 14 days of notice, your License will terminate. Upon termination:

- (i) you must stop using the Content;
- (ii) delete it from all systems;
- (iii) ensure your contractors or collaborators do the same.

## 12. Sale of License Final

All sales are final. Refunds are discretionary and only provided for breaches of our express warranties. If a refund is issued, the License is void.

### 13. Taxes

You are responsible for all applicable taxes, duties, and related charges arising from this Agreement or your use of the Content.

### 14. Parties

"You" refers to the Licensee - the person authorized to access the Content.

"We," "Us," or "Nilo Sounds" refers to Nilo Sounds, LLC, an Illinois limited liability company. If an affiliate is involved, "we" includes them.

### 15. Transferability

This Agreement and License are non-transferable without prior written consent from Nilo Sounds, LLC. With such consent, a one-time assignment may be permitted if the assignee agrees to all terms and you notify us in writing. Nilo Sounds may assign this Agreement as part of a company sale, merger, or reorganization.