

Terms of Use and Sales

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Welcome to Soundtrax.io

We invite you to carefully read these Terms of Use and Sales, as they define your legal rights and obligations regarding the use of the Soundtrax.io website (the "Site") as well as the commercial services offered by Soundtrax.io. These terms apply to all services available on the Site, including, but not limited to, sound recordings (the "Phonograms"), texts, graphics, images, videos, information, and services related to the sale, download, and licensing of Phonograms.

By accessing and using the Site, you confirm that you have read, understood, and agree to be bound by these Terms, whether you are using the online services or purchasing licenses for the Phonograms. If you do not accept these Terms, please refrain from using the Site or making any purchases on it.

Please note that the use of Phonograms is subject to a separate license agreement that governs the terms of use for these sound recordings (a "License").

By accessing the Site, you guarantee that you are of the legal age required in your country to accept these Terms and enter into contracts. If you are a minor under the laws of your country, you must obtain prior consent from your parents or legal guardians before accepting these Terms and using the Site. In the case of parental consent, the parents or legal guardians agree to be responsible for the actions of the minor user under these Terms. If you cannot meet these criteria, we ask that you refrain from using our services.

Occasionally, Soundtrax.io may, at its discretion, make changes to these Terms. If Soundtrax.io makes changes to these Terms that it considers important for you, it will notify you in advance through the Site. By continuing to use the Site after changes have been made to these Terms, you express and acknowledge your acceptance of these changes. All translated versions of these Terms from English into another language are provided for convenience only, and the English and French versions will prevail at all times.

1. Registration, User Account

You can register for free and start exploring your user account immediately, without the need for a credit card. You will be able to save your favorite trax, create custom playlists, and share them with others. By creating an account, you agree to provide accurate information and update your contact details as necessary.

2. Account Termination and Consequences

Voluntary Account Deletion

Users can terminate their Soundtrax.io account by deleting it through their profile page. This action is final and irreversible: all data associated with the account will be permanently deleted, and any active subscriptions will be immediately canceled. After account termination, users retain the right to use music for which they have already acquired licenses, in accordance with the terms of those licenses. However, access to audio files via the platform will be lost, and the files can no longer be downloaded again.

Termination for Violation of Terms of Use

In case of non-compliance with ethical and legal standards (e.g., use in illegal content or content promoting violent, hateful, or defamatory activities), Soundtrax.io reserves the right to suspend an account without refund. Associated licenses may also be canceled without compensation.

3. Limitation of Liability Clause

Soundtrax.io strives to maintain optimal access to its services but cannot be held liable for temporary interruptions, data loss, or malfunctions beyond its control. Users agree that Soundtrax.io disclaims any responsibility for damage caused by technical issues affecting access to the site or audio files.

4. Product

4.1 Soundtrax.io Licenses

Soundtrax licenses govern the use of phonograms and works from the Soundtrax.io library that you download.

These are non-exclusive phonographic editorial licenses for the use of a single royalty-free musical work, not represented by any performing rights organization, except for Easytrax Music France. By clicking "I accept" or by downloading or using a Soundtrax.io phonogram, you agree to be legally bound by the Soundtrax license, the general terms and conditions, and the privacy policy available at www.soundtrax.io. You guarantee that you are 16 years or older, are authorized to enter into the Agreement, or otherwise have the consent of your parents or guardians

Definitions.

The following words and expressions have the following meanings:

- a. "License" or "Agreement" means the license granted to you under this Agreement.
- b. "Licensee" means the person who downloads the Phonogram from the soundtrax.io website and is bound by this Agreement.
- c. "Phonogram" or "Content" means the phonogram / the name of the musical work to which this Agreement is related.
- d. "Podcast Distribution Platform" means any online portal through which podcasts can be accessed, streamed, and/or downloaded.
- e. "Video Sharing Platform" means YouTube (www.youtube.com), Vimeo (www.vimeo.com), Twitch (www.twitch.tv), and any other existing and future video sharing platforms on the web.
- f. "Social Media Platforms" means Instagram, Facebook, Twitter, Pinterest, TikTok, and any other existing and future social media platforms.
- g. "Production" means any multimedia project with which the Phonogram is synchronized.
- h. "Student Project" concerning any Production, means any non-commercial use by a student within the scope of a course at an accredited educational institution.
- i. "Websites" means any online access, excluding Social Media Platforms and Video Sharing Platforms.
- j. "Download" and all its variations mean the downloading, obtaining, or copying of the Phonogram from the www.soundtrax.io website or via a soundtrax.io email address or through other electronic or wireless transmission means by Soundtrax.
- k. "Television" means any linear television programming distributed via broadcast, satellite, "IPTV," and/or cable television, but specifically excludes video-on-demand services (e.g., Netflix, Hulu, Amazon, Disney+, Apple+, and other similar or analogous services).

Credit Attribution.

The Licensee agrees to include a credit line in their Production for each use of the Phonogram in the following manner: "Track Title, Composer Name, with the courtesy of www.soundtrax.io". This credit should, where possible, be displayed as a hyperlink to www.soundtrax.io. Failure to attribute the credit as specified will be considered a violation of the License Terms and may lead to consequences, including termination of the license.

Declarations.

- i. If the Licensee enters into a license on behalf of their employer, another person, or a third party, these parties are deemed to be bound by and associated with the terms of this Agreement.
- ii. Easytrax Music France declares that it holds all copyright and neighboring rights in the Soundtrax.io music catalog and is the sole holder of the rights related to the Phonogram. The work of the said Phonogram is not administered by any collective copyright management society.

General Limitations.

The non-exclusive phonographic editorial license does not grant the license holder the right to:

- i. create derivative works;
- ii. sell (or otherwise make available), transfer, sublicense, share, give, or assign the Phonogram or its rights granted herein to any third party;
- iii. use, copy, distribute, present, perform, or broadcast the Phonogram on its own (audio only) or in a playlist;
- iv. claim ownership of the Phonogram (nor make it available in any other way) through any content detection system and/or registration system (such as YouTube's Content ID tool), even if it is synchronized with their Production.

Duration and Termination.

- a. The license is valid from the date of signing.
- b. Any use of content provided by Easytrax Music France in violation of the terms of the granted license constitutes a copyright infringement and entitles Easytrax Music France to exercise all rights and powers conferred by applicable law. The license may be immediately terminated without notice by Easytrax Music France if the Licensee fails to comply with the terms and conditions of the license.
- c. Any dispute, difference, or claim arising from and/or related to the license, including questions regarding its existence, execution, interpretation, validity, or cancellation, or its termination or nullity, shall be subject to the exclusive jurisdiction of the Judicial Court of the location of the Easytrax Music France headquarters, even in case of third-party claims or multiple defendants.
- d. Upon termination, the Licensee must immediately: (i) cease using the Phonogram; (ii) delete or remove the Phonogram from their premises, computer systems, and any storage units (electronic or physical); and (iii) ensure that their representatives and licensees do the same, if applicable.

Limited Liability.

EASYTRAX MUSIC WILL NOT BE HELD LIABLE FOR ANY DAMAGE OR LOSS ARISING FROM THE USE OF THE PHONOGRAM BY THE LICENSEE.

PERSONAL LICENSE. (price: 4€)

This Agreement grants you the right to use the Phonogram in multimedia productions for non-commercial purposes, for personal use only, or for non-commercial educational and pedagogical projects, in accordance with the terms outlined below.

Permissions.

The Licensee is granted a limited, non-exclusive, worldwide, non-transferable, and non-assignable right to reproduce and use the Phonogram in perpetuity, in accordance with the general terms of the license. The license grants the holder the right to synchronize the Phonogram with an unlimited number of Productions for non-commercial purposes, personal use only, or for non-commercial educational and pedagogical projects, distributed, made available, or hosted via:

- i. Social media platforms on accounts with fewer than 1,000 followers;
- ii. Video-sharing platforms on accounts/channels with fewer than 1,000 followers;
- iii. Public performances, but only in the context of Student Projects.

The Licensee is granted a limited right to modify the duration or BPM of the Phonogram within the authorized uses under this license. However, the Licensee may not modify the content of the Phonogram or its metadata.

Limitations.

The non-exclusive phonographic editorial license does not grant the license holder the right to:

- i. Use, copy, distribute, present, perform, or broadcast for commercial purposes;
- ii. Use, copy, distribute, present, perform, or broadcast the Phonogram on Broadcast media (e.g., cinema, television, or radio), video-on-demand services (e.g., Netflix, Hulu, Amazon, Disney+, Apple+ and other similar or analogous services), websites, audiobooks, for offline public events, on physical products (e.g., CDs or DVDs), in video games, software, applications, monetizable videos, social media platforms on accounts with more than 1,000 followers, podcast distribution platforms, advertisements, paid services, products, or media intended for resale or redistribution to a third party.

DIGITAL LICENSE. (price: 8€)

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- i. Websites;
- ii. Social media platforms;
- iii. Video-sharing platforms;
- iv. Podcast and audiobook distribution platforms;
- v. Public performances, but only in the context of Student Projects.

The Licensee is granted a limited right to modify the duration or BPM of the Phonogram within the purposes authorized by this license. However, the Licensee may not modify the content of the Phonogram or its metadata.

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The non-exclusive phonographic editorial license does not grant the license holder the right to use, copy, distribute, present, perform, or broadcast the Phonogram on broadcast media (e.g., cinema, television, or radio), video-on-demand services (e.g., Netflix, Hulu, Amazon, Disney+, Apple+ and other similar or analogous services), for offline public events, on physical products (e.g., CDs or DVDs), in video games, software, applications, or on products or media intended for resale or redistribution to a third party.

EXTENDED LICENSE. (price from: 49€)

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- i. Websites;
- ii. Social media platforms;
- iii. Video-sharing platforms;
- iv. Podcast and audiobook distribution platforms;
- v. Public performances;
- vi. Physical products (e.g., CDs or DVDs);
- vii. Video games, software, or applications;
- viii. Cinema advertisements;
- ix. Radio and TV advertisements (optional);
- x. Cinema, TV, VoD, streaming platforms, series (Broadcast media & video-on-demand services, optional).

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4.1 Max Trax Subscription

The Max Trax annual subscription is priced at €99, which breaks down to an effective monthly cost of €8.25. This subscription includes 100 digital license credits as well as 250 digital license credits for tracks shorter than one minute (Short Trax and SFX). Any unused license credits expire at the end of the subscription period.

The subscription can only be renewed on its anniversary date, one year after the initial purchase. In the meantime, you can continue to purchase individual licenses as needed. You can cancel your subscription from your account. In the event of cancellation, all remaining credits will be forfeited, and the action is final.

5. Pricing and Available Currencies

The Max Trax subscription and Soundtrax.io licenses are available in three currencies: euros (€), U.S. dollars (\$), and British pounds (£). To ensure fair and relevant pricing for all, the platform automatically adjusts prices based on each user's geographical region.

6. Payment Methods and Billing

Payments can be made by credit card or via PayPal. After each transaction, an invoice is automatically sent by email and remains accessible in the user account.

7. Privacy, Bank Information, and Security

All transactions are secured through encryption compliant with PCI-DSS (Payment Card Industry Data Security Standard). Soundtrax.io does not store any sensitive bank data on its servers, and the user agrees to use authorized payment methods in their name or with the authorization of the account holder.

8. User Commitment and Terms of Use

Retention of Purchase and License Proofs

The user agrees to retain all purchase and license proof for downloaded audio files. In the event of a claim or to demonstrate compliance of use, these documents must be presented. Soundtrax.io declines any responsibility in the event of loss or lack of these proofs by the user.

Responsibility for Updating Personal Information

The user agrees to keep their personal information up to date, including contact details and billing information. In the event of outdated information, Soundtrax.io cannot be held responsible for billing errors or access issues to the services.

9. Downloading Licenses and Audio Files

Soundtrax.io licenses, available in French and English, can be downloaded directly from the user account in PDF format. They contain all essential information regarding the purchased tracks.

Audio files are provided in high quality, in WAV format (24-bit, 48 kHz) and MP3 (320 kbps, 24-bit, 48 kHz), and are also available for download through the designated space in the user account.

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