

BEAT BUYER(S)/LISTENER(S)/LICENSEE(S) AGREEMENT

Making purchases and payments on Outshun.com:

DISCLAIMER: EXTREMELY IMPORTANT ! Due to the complex nature of the product(s), all of the "beat(s)" that are purchased are on a **FINAL SALE** basis. Again, this is very important, Outshun.com stresses the fact that **ALL SALES ARE FINAL**. Since we are dealing with mp3's (which can easily be copied), once the "beat" has been sent and it successfully meets the delivery requirements outlined in this agreement, **we cannot accept any refunds**, under any circumstances other than the possibility of technical difficulties. In such cases, Outshun.com will investigate each individual issue immediately and responsibly. Outshun.com has a strict policy which will be upheld and enforced: **ALL SALES ARE FINAL, AND NO REFUNDS WILL BE GIVEN**. With this being said, by making a purchase on Outshun.com, you have agreed that the "beat(s)" you have bought cannot and will not be returned by you the "Licensee" after the payment process has been completed. Thank you, and enjoy shopping for beats.

1. (I) Making a Purchase/Payment on Outshun.com: "Licensee(s)/Customer(s)" are required to pay the listed "License Price" (accordingly) for each of the "beat(s)" purchased, in U.S. currency through PayPal, prior to the download and "use" of the beat. "Licensee(s)/Customer(s)" will also remain solely responsible for any fee's or charges that may be incurred due to insufficient funds, or any other possible complication that was NOT caused by the site, www.outshun.com.

(II) Sole responsibility falls on the user/customer(s) for any fee's or charges incurred to your own PayPal account, in regards to your transactions, or maintaining your account. **This clears Outshun.com from all legal liabilities, for any fee's or charges in regard to the PayPal account of the user(s)/customer(s). Here at Outshun.com, we will reasonably do our best to ensure all transactions including; purchasing a beat, selling a beat, and receiving payments are successfully completed, however, we make NO GUARANTEES whatsoever.**

2. (I) **Downloading/Receiving a "Beat(s)" from** Outshun.com: Upon completion of purchase, and once a receipt of payment has been received, the "beat(s)" will be made available to the "Licensee(s)/Customer(s)" by email within 24 hours.

(II) **Format & Delivery of the "Beat(s)":** Outshun.com reserves the right to deliver beats to the users/customers in a non-DRM (Digital Rights Management) protected, unencrypted mp3 format, subject to the site outshun.com's delivery terms and conditions.

3. (I) **User/Customer Warranties:** By purchasing or downloading beats on

Outshun.com, you represent to the site and it's Producers, that:

(II) **100% Original & Non-Defamatory Contributions:** Your contributions (i.e. lyrics, vocals, etc..) to the beat purchased and downloaded, creating a "new work", must be 100% completely original (created by you, the user), and will not infringe on any copyrights that may be owned by a third party person or entity. Your contribution to the "new work" must also NOT be legally obscene, abusive towards to the rights of the site, the site's users, producers, members, customers, partners and affiliates, or any other person's rights in any way, shape, or form.

4. **SAMPLES:** All buyers(s)/customer(s)/licensee(s) are to clearly understand that when purchasing a beat from Outshun.com, it may contain "samples" and/or musical interpolations which may need to be cleared by the BUYER/LICENSEE, before distribution of the "new work" commences. Contact the Producer(s) if necessary, in order to receive the correct copyright information. Whatever the case, all samples used in the "new work" must be cleared and verified (in writing) by the rightful copyright owner(s), before distribution of the "new work" can begin.

5. **Legal Requirements:** You will only use the beat(s) and "new work" as per the terms and conditions outlined in this agreement, for all lawful intended purposes.

6. **Repayment/Reimbursements:** The User/Buyer (Licensee) agrees to legally clear Outshun.com from all liability and consequence in such case where any of the terms and conditions in this agreement are not followed by the User/Buyer/Licensee, in regards to the "new work" created over the beat, as well as any possible discrepancies or complaints. The User/Buyer/Licensee, will be solely responsible for any charges or fee's that may result to the site, from any damages or willful disregard and non-compliance caused by not adhering to the rules, and the applications of the rules outlined in these terms and conditions/agreement. Users/Buyers/Licensee agree to repay any and ALL legal fee's or costs incurred to the site Outshun.com, that may result as having to defend the site against any complaints, serious or legal actions. Outshun.com also reserves the right to withhold any payments that may be owed to you (should you continue using the services on the site) against any costs that arise in order for the site Outshun.com to defend itself against any of these scenarios. Conducting business on Outshun.com is not a right, it is a privilege, so please conduct your business respectfully, professionally, and responsibly.

7. Licensee is to give credits to Licensor wherever the music is used. Unless written consent is obtained by Licensee for changes, credits shall be clearly visible and written exactly like this: "**Outshun Entertainment, LLC** produced by BlisslzGood for Outshun Productions".

Depending on the "license" that is purchased, the "Licensee" is legally bound by one of the two following agreements, the "Non-Exclusive License Agreement" or the "Exclusive License Agreement". These agreements clearly outline the terms of each license and the rights granted by the "Licensor" to the "Licensee".