



# PURCHASING CONDITIONS

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## 1 GENERAL

These general sales conditions apply strictly to all the product sales occurring in Spain, including the Canary Islands and the Balearic Islands carried out by MUSIC LIBRARY AND SFX SL holding Tax ID Code (C.I.F.) Number B82804352 with natural persons.

Any order made with MUSIC LIBRARY AND SFX SL necessarily implies as an essential, determining and indispensable condition that the Client accepts without any reservation whatsoever, the General Music Sales Conditions in force on the day that the corresponding order is made. Furthermore, the Client acknowledges that accepting these conditions implies the application of the conditions to the order to which they refer, as well as to all orders made on later dates, unless new conditions have been established and been made known to the Client by MUSIC LIBRARY AND SFX. Failure to invoke or apply any of these conditions at any one time by MUSIC LIBRARY AND SFX shall not imply that MUSIC LIBRARY AND SFX has waived these conditions or cannot invoke them at any point in time.

Applicable law and competent jurisdiction. The interpretation and enforcement of the conditions, and all acts that may derive from the same, shall be subject to Spanish law, unless there are contradicting public order provisions.

## 2 PRICES

The prices published on [www.musiclibrary.es](http://www.musiclibrary.es) are in Euros and fully in force except in the event of typographic errors. The VAT in force on the date of the order must be applied to all the prices that appear on the Website.

## 3 PAYMENT METHOD

The Client may pay for the purchases made on by credit card upon placing the order.

## 4 SHIPMENTS

4.1.The purchased products shall be downloaded directly from the website.

4.2.The invoices shall be sent to the email address stated by the client when registering their account with the website.

4.3.An order shall be considered as delivered as soon as the Client has downloaded the music they have purchased.

## 5 REFUNDS AND CANCELLATIONS POLICY

5-1 Return of product:

We do not accept returns of Musical Content or sound effects.

5-2 Order cancellation:

If the order is cancelled prior to downloading, the Client will not incur any charge whatsoever. If they decide to cancel afterwards, the Client will still have to pay the total cost of the downloaded product.

# GENERAL LICENSING TERMS AND CONDITIONS

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## ONE

This LICENSE or AUTHORISATION is granted to the client so that they may use the referenced musical work exclusively for the stated production, during the agreed period and in the agreed territory, and solely for the purposes of the referenced broadcast, media and format conditions. The music in AltMusic's Catalogue has universal rights coverage: for the whole life of the product, on multiple platforms as per the negotiated fee (Radio, TV, Internet, etc) and throughout the world.

The LICENSE/AUTHORISATION excludes the rights of public communication, acknowledged for the creators, which derive from the use of their performances in all kinds of acts or platforms, which can be accessed or attended by an indeterminate amount of persons. More information at <http://www.sgae.es/es-ES/SitePages/corp-ventalicensia.aspx>; see also clause SIX.

## TWO

This LICENSE or AUTHORISATION is granted without any form of exclusivity.

## THREE

The binding commitment contained in this document shall not come into force until Alt Music Producciones, S.L. has received the agreed financial consideration in full, and as invoiced for the granting of this LICENSE, in accordance with the negotiated price or the corresponding fee

## FOUR

Alt Music Producciones, S.L. reserves the right to take any legal action that it may under law in case of breach of any of the clauses of this document, and to receive an indemnity for any material and/or moral damage caused, and may demand the implementation of emergency precautionary protection measures, and immediately cancel the validity and use of this LICENSE or AUTHORISATION.

## FIVE

Any amendment or extension to the conditions of use established herein shall be covered in an addendum to this original LICENSE or will result in the issuance of an additional LICENSE, both of which will be considered constituent and inseparable parts of the LICENSE, the LICENSE having no effect without addendum or second LICENSE.

## SIX

All rights of reproduction, distribution, public communication or any others conferred under the current Intellectual Property Laws are expressly reserved to the creators, the original publisher and to Alt Music Producciones, S.L. in its capacity as sub-publisher and as publisher.

## SEVEN

For any dispute that may arise as a consequence of the execution of this LICENSE or AUTHORISATION, the parties shall be subject to the jurisdiction of the Courts and Tribunals of Madrid, and expressly waive their rights to any other jurisdiction.