

Terms of Service

Thanks for using Origin Audio.net web services. These terms of service ("Agreement") cover your use and access to the services, client software and websites ("Services") provided by ORIGIN AUDIO LLC (for clarity, "Services" include all OA products and services. Our [Privacy Policy](#) explains how we collect and use your information while our [Acceptable Use and Fair Usage Policy](#) outlines your responsibilities when using our Services.

By using our Services, you're agreeing to be bound by the terms of this Agreement, and to review our [Privacy and Acceptable Use and Fair Usage Policy](#) . If you're using our Services for an organization, you're agreeing to the terms of this Agreement on behalf of that organization.

By using or accessing the Services, you agree to all the terms and conditions stated in this Agreement. If, at any time, you do not or cannot agree to the terms of this Agreement, you must stop accessing or using the Services.

Your Assets & Your Permissions

When you use our Services, you provide us with things like your files, content, configuration settings, Metadata and so on ("Your Assets"). Your Assets are yours. The terms of this Agreement don't give us any rights to Your Assets except for the limited rights that enable us to offer the Services.

If you want to use our service for your Recordings (as defined below), please carefully review all applicable provisions of the terms of this Agreement.

We need your permission to do things like hosting Your Assets, backing them up, and sharing them when you ask us to. Our features may require our systems to access, store and scan Your Assets. We may also utilize Your Data (as defined in our Privacy Policy) to conduct investigations and studies, test functionalities during the development phase and analyze the information at our disposal to assess and improve our Services, implement new services and functionalities and perform audits and troubleshooting procedures, or for promotional purposes. You give us permission to do these things, and this permission extends to trusted third parties we work with.

Once you access our Services via an offer or link provided by an ORIGIN AUDIO partner, it is likely that we will share some of Your Data with said partner, more specifically, your name, email address, subscription plan to our Services and information regarding the usage that you make of our Services. You authorize us to share such information with the aforementioned partner. The Data shared with this partner will also be governed by conditions of use and this partner's privacy policy.

Pricing

We work for musicians and creators. Our pricing aims to be affordable to allow as many creators as possible, from all over the world, to use our Services. You can increase your privileges and add paid features to your account (turning your account into a Paid, "Subscription", Account). Please refer to ORIGIN AUDIO's website for all details regarding our free offer and subscription plans for our Services

and for further details relating to upgrades, downgrades, billing, refunds, and changes to Paid accounts. Both free and paying users must have an ORIGIN AUDIO account to be able to use our Services.

Copyright and Intellectual Property

We respect the intellectual property of others and ask that you do too. You cannot upload, share, release or otherwise use on our Services any content, including any audio files, Results Files or Recordings, for which you do not own all necessary intellectual property rights, unless you have the express written consent from all persons owning the intellectual property rights in the content. If you don't respect this rule, you assume all risks and liabilities arising therefrom, and we will have the right to delete any violating content on our Services. Further, you shall indemnify and save us harmless from and against any and all reasonable costs, expenses, losses, liabilities and damages (including, without limitation, court costs and counsel fees on a substantial indemnity basis) arising out of or connected with any claim arising from your submission to our Services of intellectual property you do not own or properly control. Without renouncing our other rights and remedies, we can also suspend or terminate your account.

We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported to us by email. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is: contact@originaudio.net

Our All Access Service

The ORIGIN AUDIO All Access service lets you upload and download sound recordings, Results Files, one shots, single hits, beats, loops and similar items. You are allowed to use these files as long as you follow these terms (including our Acceptable Use and Fair Usage Policy).

To use our tools and use it in accordance with these terms, you will need to redeem a fixed number of credits ("Credits"). You may obtain Credits as part of your subscription or as add-on (please see our Pricing page for more details). We may also, from time to time, offer some of the Services for free and/or for a limited period of time, including via free trials or other offers (which may be subject to specific terms and conditions). Once you redeem Credits for a Service, you can download the results again as many times as you wish without redeeming any additional Credits within the time frame specified by the Subscription tier you have chosen. We may at our discretion decide to refund your Credits if there are problems with your order.

For clarity, (i) the Services allow you to modify, reproduce, distribute, transmit, publicly perform or display, communicate and make available to the public, and otherwise use the Services and the resulting files, but only to the extent they are used as part of your Recordings, and (ii) please be aware that it is your responsibility to own or have obtained all rights for any of your Recordings that incorporates our Results Files.

Your music is yours. This means that you keep the ownership of all your intellectual property rights in the Recording of your musical work that uses any Result Files produced by the Services, but please take

note that this doesn't mean you own any rights on any Result Files, even when they are incorporated in your Recordings.

Keep in mind, that this License does not allow you to (i) use any Results Files on a stand-alone basis or in isolation, such as sound effects or as loops, (ii) sell, loan, lend, share, give, broadcast, rent, assign or otherwise distribute, transfer, provide or make available to anyone any Results Files except as incorporated into your Recording, (iii) use any Sample for the creation of a sound or sample library or as a sound or sample library or part thereof, including for any kind of synthesizer, virtual instrument, sample library, sample-based product or other musical instrument, or (iv) sell, loan, lend, share, give, broadcast, rent, assign or otherwise distribute, transfer, provide or make available to anyone any Sample or any part of the Sample on a stand-alone basis or as repackaged into audio Results Files, sound libraries or sound effects, except as permitted by ORIGIN AUDIO. Otherwise, you are allowed to use any download however you would like, as long as you incorporate the download in your Recording and follow the terms under the terms of service.

Please understand, that if you do not comply with this License, you will likely be at the risk of giving up your rights thereunder automatically. If this happens, your rights will be automatically reinstated when your failure to comply is resolved within 30 days of your discovery of the violation; or upon reinstatement by us.

For clarity, nothing herein affects any right we or anyone having rights in a Download may have to seek remedies for your non-compliance with this license.

The information provided with our Services may include links to third party websites. By using these links, you are leaving our Services. We do not monitor these links, and you use them at your own risk. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third party website or as a result of the presence of any third-party advertising on the Services.

We have no obligation to monitor, filter, remove or otherwise review any content or other information and materials provided by third parties (but we may at our sole discretion). We do not warrant in any way that the Services, and any content or other information and materials provided by third parties through our Services are accurate, complete, legal, non-infringing, reliable, current or error-free.

We may decide, at our sole discretion, to remove our Services, or to make any other changes to our Services.

Metadata

Digital Stores require that we provide certain information with your Recordings, mostly in the form of metadata, such as artwork images, artist name, logo, trademarks, service marks, song and album titles, biographical and other information ("Metadata"). You must own all necessary rights in any such information that you provide. We will ask for this information when you select to send a Recording to a Digital Store. You are responsible for providing us with all the required information, and if we or a Digital Store request that you correct any error, you make the correction as soon as possible. A failure to correct these errors could delay or prevent the release of your Recordings to the requested Digital Stores.

Advisory Warnings

You will be responsible for determining the advisory warning status for your Recording, including parental advisory status, and if an advisory is required by applicable law or regulation, or if you otherwise deem it appropriate, you will provide an advisory warning for your Recording when you ask us to release it. You will not deliver for Online Exploitation by us a Recording and any artwork, images, lyrics or other Metadata or material that has been rejected or banned by a competent government authority in a country where we will release your Recording.

Your Responsibilities

You're responsible for your conduct, Your Assets and you must comply with our [Acceptable Use and Fair Usage Policy](#). Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so. We may review your conduct and content for compliance with the terms of this Agreement and our [Acceptable Use and Fair Usage Policy](#). That said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Regarding third parties' rights and payments, you are solely responsible:

- To obtain any right required in other for us to make and authorize any Online Exploitation of your Recordings, Metadata or other information or material you may provide us with to the full extent authorized herein from any person participating in the creation or performance of any work (such as music, lyrics, scripts or direction) included on your Recording and/or in the production or making of your Recordings (such as any composers, lyricists, scriptwriters, directors, musicians, singers, actors, extras, music producers, sound or audiovisual recording makers or others) or who may otherwise own or control any such right (such as music publishers or copyright collectives);
- To make any payment to any such person as may be due in consideration for any such rights;
- To pay to any person who may be entitled thereto, any share of any payment of Net Incomes made by us to you as may be due and payable to any such persons except to the extent we have been required by you, are able to, and actually pay such share(s) of such payment to such persons;
- To pay all amounts that may be required under collective bargaining agreement, copyright tariffs, or statutory schemes;
- To pay for all licenses and other fees required from copyrights owners (such as music publishers) for reproduction, public performance, and any other exploitation of your Recordings and any Metadata or other material images associated too;
- To pay for any required music publishing licenses for your Recordings;

- To pay for all taxes or other governmental withholdings.

The responsibilities above do not apply in respect of authors, composers, performers, producers or makers associated with any Results Files incorporated in your Recordings in accordance with the Licence as set forth herein nor to Cover Mechanical Reproductions of any Cover Song incorporated in your Recordings for which we have been able to obtain a Cover Song License and to Covered Mechanical Royalties payables to authors and composers of such Covered Songs pursuant to such Cover Song Licenses.

Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current. You are solely responsible for managing your account and password and for keeping your password confidential. If you have forgotten your password, click on the "Forgot Password?" link and follow the on-screen instructions. You are also solely responsible for restricting access to your account. You agree that you are responsible for all activities that occur on your account or through the use of your password by yourself or by other persons. If you believe that a third party obtained or guessed your password, use the password regeneration feature of the Services as soon as possible to obtain a new password.

Claims of Infringement and Take-Down Notices

If we receive a notice claiming that your Recordings or any Metadata or other information or material you provide us (other than unmodified Results Files as may be incorporated in your Recordings in accordance with the License and other than mechanical reproductions of Cover Songs as may be incorporated in your Recordings and for which we have secured a Cover Song License in accordance herewith) with are infringing the rights of others (such as their copyrights, trademarks, rights of publicity or other intellectual property rights) or that you are not complying with any of your obligations hereunder, including any license or agreement pertaining to your Recordings, we will inform you and may, at our sole discretion, remove your Recordings, Metadata and other information and material until you provide us with sufficient proof, in our sole opinion, that you have satisfactorily resolved any outstanding issues related to such claims. During this period, we may decide to freeze the Net Incomes of your account if we believe, using our reasonable judgement, that you may have violated the terms of this Agreement. If we determine, using our reasonable judgement, that your Recordings (other than unmodified Results Files as may be incorporated in your Recordings in accordance with the License and other than mechanical reproductions of Cover Songs as may be incorporated in your Recordings and for which we have secured a Cover Song License in accordance herewith) or any Metadata or other information or material you provide us with may infringe the rights of others, we can deduct, from any amount payable to you, any resulting costs for us (including legal fees and expenses), or seize and keep the Net Incomes from your account, without renouncing to the other rights and remedies we may have. If we have to retain legal counsel to review your submitted proof of resolution, you agree to assume responsibility for the associated legal fees and to pay us in advance.

Fraudulent, Infringing or Illegal Activities

If we believe, in our sole discretion, that you might be using our Services for fraudulent, infringing or other illegal activities, we have the right to remove your Recordings until we are satisfied that you are not committing any fraudulent, infringing or other illegal activities. If we determine, using our reasonable judgement, that you have used our Services for any fraudulent, infringing or other illegal

activities or that you are not complying with any of your obligations hereunder, we can deduct, from any amount payable to you, any resulting costs for us (including legal fees) or seize and keep the Net Incomes from your account, without renouncing to our other rights and remedies we may have.

Warranties, Representations, and Indemnities

If you use our Services, you warrant and represent that:

- you are at least fourteen (14) years of age and have the prescribed age to lawfully enter into and form contracts under applicable law (and if you are under the prescribed age in the country where you reside, you have reviewed this Agreement with your parent or guardian to ensure you understand and are legally able to agree to be bound therewith, your acceptance thereof meaning that you represent and warrant that you are legally able to bind yourself by this Agreement);
- you have the right and authority to enter into this Agreement and to grant us all rights specified;
- your Recordings (other than unmodified Results Files as may be incorporated in your Recordings in accordance with the Results Files License and other than mechanical reproductions of Cover Songs as may be incorporated in your Recordings and for which we have secured a Cover Song License in accordance herewith) and any other materials and information you provide us with (such as names, artwork, images, and picture and/or other Metadata) and any Online Exploitation thereof authorized hereunder do not violate any law and don't infringe on the copyrights, trademarks, publicity and image rights, or any other rights of someone else.

You agree to defend, indemnify, and hold harmless ORIGIN AUDIO, its licenses (such as Digital Stores) and their officers, directors, affiliates, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, including any breach of this Agreement, including the foregoing representations and warranties.

End of Services

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with the terms of this Agreement, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services.

More precisely, we will cease our Services for your Recordings if:

- Your subscription to your ORIGIN AUDIO's account ends for any reason;
- You send us a written notice asking that we cease the Release of your Recordings;
- You are in breach of any terms of this Agreement;
- We believe, at our sole discretion, that you may use our Services for any illegal activities, including the Release of infringing Metadata, information and other material;
- You are not in compliance with our [Acceptable Use and Fair Usage Policy](#);

- Your use of a Service is not in compliance with the terms of this Agreement or the terms of the third-party developer's end-user license;
- We decide to discontinue any of Services;
- We decide that we do not want to release your Recordings for any reason and at our sole discretion.

Except for Paid Accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for twelve (12) consecutive months. We'll of course provide you with notice via the email address associated with your account before we do so.

Confidentiality

You understand that, while using our Services, you may have access to certain of our confidential information. You agree to keep such information confidential.

Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with the terms of this Agreement, we give you a limited, non-exclusive, non-transferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of the terms of this Agreement. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Disclaimer of Warranty and Limitation of Liability

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, ORIGIN AUDIO MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, THE RESULTS FILES AND THE PLUGINS, INCLUDING THAT THE SERVICES, RESULTS FILES AND PLUGINS WILL MEET YOUR REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE, SOFTWARE, CONTENT OR DATA PROVIDED BY THIRD PARTIES, THAT THE SERVICES, RESULTS FILES AND PLUGINS WILL BE UNINTERRUPTED, WITHOUT PROBLEMS OR ERROR FREE, OR THAT ALL ERRORS IN THE SERVICES, RESULTS FILES AND PLUGINS WILL BE CORRECTED. ORIGIN AUDIO PROVIDES THE SERVICES, RESULTS FILES AND PLUGINS "AS IS" AND "AS AVAILABLE".

ORIGIN AUDIO INCURS NO RESPONSIBILITY OR LIABILITY IN RESPECT OF COVER SONGS FOR WHICH WE CAN SECURE COVER MECHANICAL LICENSES. ANY WARRANTY AND LIABILITY APPLICABLE TO COVER SONGS ARE THOSE WHICH MAY BE EXPRESSLY GRANTED BY THEIR LICENSORS, IF ANY, TO THE EXTENT YOU MAY LEGALLY OPPOSE THE SAME TO THESE LICENSORS, AND SUBJECT TO ANY DISCLAIMER AND LIMITATION IMPOSED BY THESE LICENSORS.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, ORIGIN AUDIO'S WARRANTIES AND REMEDIES (IF ANY) EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, FITNESS FOR A PARTICULAR

PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL ORIGIN AUDIO, ITS AFFILIATES, ITS OFFICERS, ITS DIRECTORS, ITS EMPLOYEES, ITS AGENTS, ITS SUPPLIERS, ITS LICENSORS AND ITS LICENSEES HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, DELICT OR TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, FOR DIRECT, IN THE CASE OF THE RESULTS FILES AND RESULTS FILES SERVICE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR (DIRECT OR INDIRECT) LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF, OR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE RELEASE SERVICE, WHETHER FORESEEABLE OR NOT, AND EVEN IF ORIGIN AUDIO HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT ORIGIN AUDIO IS FOUND LIABLE TO PAY YOU ANY DAMAGES, ORIGIN AUDIO'S TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED US\$100. THE ABOVE LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED EVEN IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE.

Modifications

We may revise this Agreement from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on our website). You agree to review the terms of this Agreement from time to time and, in any case, each time we will notify you of changes thereto and by continuing to use or access the Services after the revisions come into effect, you will agree to be bound by the revised terms of this Agreement.

General Provisions

This Agreement shall be governed by and construed by the laws applicable in the State of Oregon, USA. Parties hereby irrevocably submit and attorn to the jurisdiction of the Courts in this region.

This Agreement is the entire and exclusive agreement between ORIGIN AUDIO and you regarding the Services, and this Agreement supersedes and replaces any prior agreements between ORIGIN AUDIO and you regarding the Services.

You shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of ORIGIN AUDIO, which consent is within ORIGIN AUDIO's sole discretion. No assignment or delegation by you shall relieve or release you from any of your obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective successors and assigns. ORIGIN AUDIO shall be allowed to assign this Agreement to any third party without requiring your consent, in which case ORIGIN AUDIO will only be released from all its obligations towards you hereunder if the assignee agrees in writing to assume and be bound by such obligations.

Nothing in this Agreement shall constitute a partnership or joint venture between you and ORIGIN AUDIO.

If a particular provision of this Agreement is held to be invalid within a given jurisdiction by a court of competent jurisdiction, the provision shall be deemed severed from this Agreement for that jurisdiction and shall not affect the validity of this Agreement as a whole.

The Parties have expressly requested that this Agreement be drawn up in English and that all modifications thereof can be made in this language.

Contact

If you have any customer service inquiries, concerns, questions or complaints regarding this Agreement, please contact ORIGIN AUDIO at:

ORIGIN AUDIO LLC.

Portland, OR

USA

The current Agreement last update was November 23 2021.

ORIGIN AUDIO

 