

# Royalty-Free End User License Agreement (Single-seat)

**A. Your Rights.** We, Mega Records, Inc., the owner of shop.megarecords.uk, grant you a perpetual, worldwide right to incorporate the Stock Files you obtain from us into any work you create.

**This is an Individual License (the “License”). Our Individual License is written for and indemnifies you, the individual person who originally signed up for the account on one of our websites, not the entity, company, or client you work for. This means that the license granted here, which allows you to use Stock Files, does not extend to anyone else at your company or client. If you need a Business License that is written for and indemnifies you and your entity, company, or client, please contact our Enterprise team on our website [here](#).**

For any Stock Files you obtain from us, you may incorporate them into any project, commercial or otherwise, including feature films, broadcast, educational, print, multimedia, games, merchandise, and the internet. This also includes projects created using video editing and modification software tools available on our websites.

Once you incorporate a Stock File into your project, you can share your finished project freely, but you may not share the underlying individual Stock File as a standalone file with anyone who does not also have a Mega Records Shop license. (That said, if you are working on a project and need to show someone else, such as a client, one of our files for the sole purpose of getting their input on whether or not to incorporate the file into your project, that is perfectly fine. But they cannot use the Stock File themselves for any other purpose unless they obtain their own license.) You also agree to use your best efforts to avoid letting the Stock File be accessible to others as a standalone file, but since that’s not always possible, your inability to prevent copying will not be considered a breach of this License.

Our Stock Files may include videos, photos, graphics, audio, fonts, templates, and more. This License covers all Stock Files obtained from our platform. Keep in mind that this License is limited in certain ways, as explained below, and it is neither exclusive to you nor transferrable to others.

We offer both “Individual” and “Business” licenses, and this agreement covers only the Individual License. Additional details about the features of our licenses can be found on our website.

**B. Our Guarantee.** We promise that if you use our Stock Files as described in this License, your use will not infringe on the rights (such as copyrights) of a third party.

This is known as our Limited Warranty. Because we take this obligation seriously, we need to make a few things clear. **In no event, including negligence, will we be liable to you or any third party for incidental, indirect, or consequential damages of any kind. If you have reason to believe a Stock File’s rights are in dispute, such as if you receive an infringement claim from a third party, you must discontinue using it until the dispute is resolved. We make no other warranties of any kind for our files or services beyond the Limited Warranty. This Limited Warranty is void if you breach or violate this License or the Terms of Service posted on our website.**

Be aware that trademarks, logos, or copyrights depicted *within* our Stock Files are *not* covered by this guarantee. For example, if one of our videos depicts someone holding a brand-name beverage, the beverage label may be protected by copyright and trademark law and should be used at your own risk. (We wouldn’t want you to think that this License lets you reprint Coca-Cola cans.)

**C. Basic Limitations.** Ensuring fairness for all of our artists and other customers is a top priority. Here is how we protect them.

1. You cannot assign or sublicense this License to anyone else. Nor can you share your login with anyone else.
2. You cannot sell, license, or redistribute our Stock Files, nor can you build your own stock media site with our Stock Files. You cannot post our audio files on music platforms (like Spotify) as if they are your own. You cannot create a trademark or

logo based on our Stock Files since that could block other customers from using the Stock Files. Finally, you cannot use Stock Files to harm minors, to encourage violence or hate, or for an unlawful purpose, such as defamation.

3. We want to make sure people are not abusing our artists' content to stockpile large numbers of clips without intending to actually use them in upcoming projects. For this reason, you cannot use automation, such as computer scripts, to download or "scrape" high volumes of Stock Files, nor can you do so manually if your intent is simply to stockpile content. (People often ask what we mean by "high volumes" of clips. Although this is a case-by-case determination, as a rule of thumb, it is perfectly fine to download a few dozen of our most beautiful clips that you think might be useful in the future. By contrast, downloading 500 files at once without intending to use them anytime soon would qualify as abuse.)
4. For Stock Files with identifiable people or property, we will clearly mark whether the Stock File is "model released," or "property released," or both on the clip description pages. We guarantee that such content will not infringe on the rights of an individual (for model-released content) or property (for property-released content). If content depicts identifiable people or property and does not have the appropriate release, you may still use the content, but you yourself must satisfy that all necessary releases are provided for your intended use. For example, content used for "editorial" purposes generally does not require a release. Also, for model-released Stock Files, you must not depict the models in a way that a reasonable person would find offensive. Just to be clear, the issue is whether your depiction of the models is offensive, not whether your project as a whole may be offensive. For example, you could use Stock Files with models in a documentary about a rare and embarrassing medical condition, but you should not depict the models in a way that suggests they *personally* carry the condition, unless our clip already depicts them that way. (Our models do not want to be portrayed this way.)
5. This License allows you to use our audio clips in YouTube videos, but since we are not associated with YouTube or similar platforms, we cannot prevent other people from incorrectly claiming that your video violates copyright. If you get such a claim, let us know, and we will walk you through the steps to help you resolve the problem. Still, platforms like YouTube could block your content for reasons beyond our control.
6. When using our audio content, your License enables you to incorporate the audio into another work, but you only have intellectual property rights as to the creative value you add. For example, if you make a trivial change to a music track, such as trimming its length, you cannot then resell the trimmed track as your own musical accomplishment on a service like Spotify.

If any of these limitations are too stringent for your business needs, or you just really like getting attorneys involved, we can create a custom license structure that works for your business and budget. You can contact our Enterprise Team on our website [here](#) to learn more.

#### **D. Business Limitations. Because this is an Individual License, if you work for an organization or for clients, there are special limitations you should know about.**

First, as noted in Section A, this Individual License is written for and indemnifies you, the individual person who signed up for the account on one of our websites, not the entity, company, or client you work for. This means that the license granted here, which allows you use Stock Files, **does not extend to anyone else at your company or client**. Every person who accesses standalone Stock Files from our website must have a Mega Records Shop license. Similarly, our indemnification obligations extend to you, the individual, not to your entity, company, or client. If you need to extend the rights or protections of this license to others, contact the Enterprise Team on our website [here](#) to learn about our Business License.

Second, because the Individual License is not designed for organizations, we have a strict rule that **no more than five employees** of any single entity (including all parent, subsidiary, and affiliated entities) can have Individual Licenses at the same time. For example, if five employees at your company have obtained separate Individual Licenses from Mega Records Shop, and a sixth employee signs for an Individual License, all six employees are in breach of this License. (Business Licenses do not have this limitation.)

As a reminder, a person or company needs a license to download or access standalone Stock Files, but once those files are incorporated into a final project, that project can be distributed commercially and freely shared with others, including your clients or company, and no separate license is needed for those recipients as long as you are not giving them access to standalone Stock Files.

#### **E. Other Legal Provisions. Here are a few remaining legal notes we need to tell you about.**

1. This Agreement will be governed by the laws of the State of Delaware, excluding its body of law relating to conflicts of law and copyright law. If any provision of this Agreement is found invalid, the other provisions will not be affected. You must be of legal age to enter this Agreement.
2. On our website, we may offer plans that modify this agreement in certain ways, such as providing additional seats or indemnification. Except for those plan-specific terms, this License still applies. If we make changes to our License, we will post the new License on our website and, if the changes are material, notify you by email. By continuing to use our platform after that point, you are agreeing to any such changes.

3. We reserve the right to cancel this License and your membership in our sole discretion at any time. If our reason for cancellation is not due to our determination that you violated this License or the Terms of Service posted on our website, you will be refunded pro rata for any unused portion of your membership term.
4. Except for claims brought in small claims court, all disputes about this Agreement will be settled by arbitration pursuant to the rules of the American Arbitration Association (“AAA”), subject to the Federal Arbitration Act. The dispute may be arbitrated either by JAMS or AAA. You are thus **giving up your right to go to court** to assert or defend your rights **except** for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator -- **not** a judge or jury. You are entitled to a fair hearing, but the arbitration procedures are **simpler and more limited** than rules applicable in court. Arbitrator decisions are as enforceable as any court order and are subject to **very limited review by a court**.