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You have permission to use the purchased music as outlined in our license terms below. This license is non-transferable and may not be re-sold, given or hired to any third party, except when the license holder is a developer who has developed a product for his or her client, which uses the music. The developer may then hold the license on behalf of his client. There can be only one client per license.

1. Permitted uses of our music

Spoken-word recordings

You can use the audio as a backing track to any kind of spoken-word recording. For example, guided meditations, hypnosis, positive affirmations or instructional recordings. You may sell an unlimited number of copies of such recordings, as digital downloads and as CDs, in as many online or offline stores as you like.

Video and film

You can use our audio in the background of videos, films or multimedia projects. For example, TV programs, DVD productions, YouTube or other online videos, corporate presentations, audio-visual tutorials.

YouTube videos

You can use our audio to create and monetize as many YouTube videos as you like. Please ensure that you provide a proper credit as described in section 3 (below).

Public broadcast

You can play our audio at a commercial venue or retail outlet with a limit of 1 location per license. For example, day spas, hotels, restaurants, conferences, on-hold music. You can also play our music during consultations with clients or patients. For example, hypnotherapy, meditation classes, yoga classes, physical therapy and medical procedures.

Personalized recordings

You can use our audio repeatedly as a backing track in spoken word recordings that you create on a case by case basis for your clients or patients. Hypnotherapists commonly use our music in this way. Please note that recordings such as these cannot be duplicated, distributed or sold by your clients. Only you, the licensee, have the right to create and sell recordings that incorporate the audio.

Software applications

You can use our audio in the background of a software app for any device, however you cannot use our audio if your app is designed to play the audio by itself. In other words, you must either (a) combine the audio with a voiceover or (b) your app must require continuous user interaction.

2. Prohibited uses of our music

Distributing the music by itself

You cannot re-sell our audio or distribute our audio as a 'music only' product.

Subliminal recordings

You cannot use our audio to create subliminal recordings in which your voice is inaudible. Your voice may be quiet, but it must be audible (otherwise you are effectively creating a 'music only' product).

Creating derivative works

You cannot alter our audio and then claim that the music is yours. For example, you cannot add nature sounds to our audio and then sell or distribute the audio as your own product. Any audio-only product you create must include a voiceover.

Sub-Licensing the music

You cannot sub-license our audio to any third party, nor can you sell our audio as part of a production music library, as stock music, royalty free music or music sample library.

Other restrictions

- a. You cannot use the title of our audio as the title of any media production that incorporates the music.
- b. You cannot make our audio available in any way that allows people to download or extract the music as a standalone file.

3. Providing a Credit

All the audios at Free Binaural Beats was created by Eric Bartel and we ask that you credit him properly except when it is technically unfeasible to do so. Crediting Free-Binaural-Beats.com with a link to our website is not a requirement, but a gesture of respect that is very much appreciated. The wording of your credit is entirely up to you. Here are some examples of some appropriately worded credits:

CD / DVD Credit

- a. (Title of Audio) by Eric Bartel. Licensed by [Free Binaural Beats](#).
- Or if multiple tracks have been used:
- b. Audio by Eric Bartel. Licensed by [Free Binaural Beats](#), or

MP3 / Digital Download Credit

Simply add a credit to the meta tag for the composer: Eric Bartel.

Film / TV Production Credit

(Title of Audio) by Eric Bartel. Licensed by [Free Binaural Beats](http://free-binaural-beats.com).

YouTube Video Credit

If you use the audio to create and monetize a YouTube video, you **MUST** add a credit in the written video description that includes a link to the Free Binaural Beats website.

a. (Audio of Music) by Eric Bartel. <http://free-binaural-beats.com>

Or if multiple tracks have been used:

b. Audio by Eric Bartel. <http://free-binaural-beats.com>

4. Distributing, selling and/or monetizing your products

If you create any products that incorporate our audio (for example, CDs, digital downloads or videos), you may distribute an unlimited number of copies of those products at any any price you choose. You can sell your products in as many formats as you like, anywhere in the world. You may also generate advertising revenue on videos that you create with our audio (YouTube videos for example).

In other words, once you have created a product with our audio, you are free to earn an unlimited amount of money from it for the rest of time, without ever paying us another cent.

5. Editing the Audio

You can edit our audio if necessary, by looping it, cutting it, applying fade ins, fade outs and transitions from one track to another.

6. Modifying the Audio

You may accentuate our audio by adding original background music, nature sounds and/or foley and/or or additional brainwave entrainment frequencies (such as binaural beats or isochronic tones)

7. Partially Naked Music

You may create spoken word recordings with our audio and leave the music “naked” (without an accompanying voiceover) for up to two thirds of the total duration of each music track. In other words, only one third of your recording must include speech.

For example, you could create a 30 minute hypnosis recording in which you speak for the first 10 minutes and then allow the audio to play by itself for the remaining 20 minutes. However, you must ensure that your finished recording is one continuous 30 minute track (not two separate tracks; one 10 minute meditation and then a separate 20 minute music-only track).

8. Transporting the Music

If you need to send an audio to another person, you are free to do so via any means at your disposal. For example, you may burn a CD or DVD, you may transfer the audio to a portable storage device such as a USB flash drive, and you may transfer the audio via online file transfer services. Please take care: you may only send the audio to persons who are directly involved in the development of your products or projects. Please take all reasonable measures to prevent unauthorized copying and distribution of our audios.

The Legal Bits

9. License fees

Once your initial payment is received you will not have to pay any ongoing fees of any type. Our audios are truly royalty free, which means that it is not registered with any performing rights organizations of any kind.

10. Duration of license

This license has no expiry date. Provided that your payment is received in full and excepting any instance in which you breach the terms of this license agreement, you can continue to use the music indefinitely.

11. Grant of License

This audio license is granted to one person, or to one business entity.

If the purchaser is purchasing the audio on behalf of a third party (the nominated licensee), the purchaser hereby represents and warrants that: (i) the purchaser is authorized to act as an agent on behalf of the licensee and has full power and authority to bind the licensee to this agreement; and (ii) if the licensee subsequently disputes such power or authority, the purchaser shall be bound and liable for any failure of the licensee to comply with the terms of this audio license.

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14. Indemnification

You shall indemnify, defend and hold the licensor harmless from any and all claims, losses, costs, damages and expenses resulting from or arising out of: (a) your breach of this agreement; (b) your unauthorized use of the audio; (c) your activities after the licensor has notified you that such activities may result in the infringement of the intellectual property rights of any third party; or (d) any claim that the audio or the use thereof infringes upon, misappropriates or violates any patents, copyrights, trademarks, trade secret rights or other proprietary rights of a third party.

15. Unauthorized Use and Termination

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16. Privacy

We take our customers' privacy seriously. At no time will your personal details or e-mail address be passed onto any other company. We do not see, nor do we retain any financial data such as credit

card numbers. These are gathered and processed securely by our e-commerce partners, such as PayPal.

17. Refund Policy

Please choose your music carefully. Like most other online shops that sell downloadable products, it is not possible for us to refund or exchange any product that has already been downloaded. Once the download has taken place, the purchase is final.