



## **Music on Hold Licence agreement**

**End-User License** (Updated 16/04/07)

PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING ANY OF THE MUSICAL WORKS (Music) ON THIS SITE ([www.headjog.net](http://www.headjog.net)), YOU (Licensee) HEREBY AGREE TO AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER AGREEMENT.

The Licensee (music purchaser) has the right to publicly perform the licensed music for the purposes of providing so called "Music-On-Hold" background music which may be made audible solely from the one licensed "Location" indicated on Licensee's paid invoice. As used in this paragraph, "Music-On-Hold" refers to music played through the Licensee's telephone for a customer while they wait on-hold, and "Location" refers to the location from where the music is made audible.

This license is a Direct License. Performing rights have been paid directly to the licensor ([headjog.net](http://headjog.net)), therefore no collections or payments shall be made to performance rights organizations such as, but not limited to, PRS and BMI.

The music may be rerecorded with other audio elements (such as a voice over for Licensee's specialized on hold messages).

Performance of the music as Music-On-Hold, or any other use, at any location other than the one licensed location indicated on the Licensee's paid invoice is prohibited under this Music License Agreement (Additional locations require

payment of one license per location). Use of the music by any entity offering background music services to other third parties is prohibited under this Music License Agreement.

This licence allows this Music download to be used on “music on hold” systems only. Use in other performances such as web sites, TV programs and other commercial/non commercial royalty free music projects is strictly forbidden without further royalty free licensing from headjog.

IN THE EVENT OF ANY MATERIAL BREACH OF THIS AGREEMENT OR ANY USE OF THE MUSIC BY A THIRD PARTY, ALL RIGHTS GRANTED UNDER THIS AGREEMENT SHALL TERMINATE IMMEDIATELY. ANY CONTINUED USE OF THE MUSIC BY LICENSEE SHALL CONSTITUTE AN INTENTIONAL INFRINGEMENT OF THE COPYRIGHTS IN AND TO THE MUSIC. THE COPYRIGHT OWNER(S) OF THE MUSIC HEREBY RESERVES ALL THEIR RIGHTS TO LEGAL AND FINANCIAL REMEDIES AND RELIEF.