

# WE KNOW YOU'RE AN ARTIST NOT A LAWYER.

WE GOT YOU COVERED.

## 01 FEES -

25% of net receipts on the overall sync value.

## 02 EXCLUSIVITY -

Non-Exclusive agreement. You are free to sign up with other sync libraries. Distribute the track with any service and add it to our library as long as you have the rights for the song!

## 03 PAYOUT -

As per individual license terms. Get your share of the license fees within 15 days of us receiving it from the licensee.

## **04 COPY RIGHT INFRINGEMENT -**

Don't copy, original sells the best and make sure you are authorized to add the content to the sync library!  
MADverse is not liable for any copyright infringement.

## **05 TERMINATION -**

Email support with a 1 month notice and we'll remove your content from the library, but will hold the right to close out any ongoing queries post the notice period.

## **06 TERM -**

For as long as you want to share your tunes with us.

## **07 DISPUTE & LAW -**

All of the above are in pursuant to the agreement and applicable in accordance to the law of India.

**STILL FEAR YOU MIGHT MISS SOMETHING?**

LET'S TAKE A LOOK IN DETAIL.

# TERMS & CONDITIONS FOR SYNC PITCHING



MADVERSE

Please read these Terms and Conditions carefully before using the Sync Placement feature provided by MADverse ("we," "us," or "our"). These Terms and Conditions govern your use of the Sync Placement service and any associated features or services offered by the MADverse Platform.

By using the Sync Placement feature, you agree to be bound by these Terms and Conditions, which shall include the Terms of Service and all associated MADverse policies. If you do not agree with any part of these Terms and Conditions, you may not use the Sync Placement service.

## I. Eligibility

To use the Sync Placement feature, you must be an artist or authorized representative of an artist and have an active account with the MADverse Platform.

## II. Sync Placement Service

- a. The Sync Placement service allows artists to submit their music for consideration in synchronization opportunities such as film, TV shows, commercials, and other media projects.
- b. Artists may submit their music tracks through the MADverse Platform, providing all necessary metadata and information requested during the submission process.
- c. We make no guarantees of the acceptance or placement of any submitted music tracks in synchronization opportunities. The final decision on track selection for sync placements rests solely with the relevant third-party entities involved in the synchronization process.

## III. Rights and Licensing

- a. By submitting music tracks for sync placement, you affirm that you have the necessary rights, licenses, and permissions to authorize the synchronization of the tracks and grant us the rights specified in this section.
- b. You grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, publicly display, publicly perform, and modify your music tracks solely for the purpose of promoting and facilitating sync placement opportunities.
- c. If your music track is selected for synchronization, you agree to grant additional rights and licenses to the relevant third-party entities involved in the synchronization process, as required for the specific synchronization opportunity.

## **IV. License Fees & Commission**

- a. We do not guarantee any compensation for submitting music tracks for sync placement or for the selection of tracks for synchronization.
- b. If your music track is selected for synchronization, the terms and conditions, including the sync license fee payable to you by the third-party, will be outlined in a separate agreement between you and the relevant third-party entity involved in the synchronization opportunity.
- c. In consideration for the Sync Placement service, MADverse will be entitled to 25% (%) of the sync license fee payable to you by the third-party ("MADverse Commission"). The MADverse Commission shall be paid to MADverse within two (2) business days from your receipt of the applicable sync license fee.
- d. MADverse reserves the right to set-off the MADverse Commission against any amounts payable by MADverse to you vis-à-vis any of the services offered to you on the MADverse Platform.

## **V. Representations and Warranties**

You represent and warrant that:

- a. You have the full right, power, and authority to enter into these Terms and Conditions and grant the rights and licenses specified herein.
- b. The information you provide during the submission process is accurate, complete, and up-to-date.
- c. Your music tracks do not infringe upon any third-party intellectual property rights, including copyrights, trademarks, or any other proprietary rights.
- d. You have obtained all necessary permissions, clearances, and licenses for any samples, loops, or other elements used in your music tracks.

## **VI. Indemnification**

You agree to indemnify, defend, and hold harmless MADverse and its officers, directors, employees, and agents from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to your use of the Sync Placement service, including but not limited to any breach of these Terms and Conditions or any infringement of third-party rights.

## **VII. Modifications and Termination**

- a. We reserve the right to modify or discontinue the Sync Placement service, in whole or in part, at any time and without prior notice.
- b. We may also modify these Terms and Conditions from time to time. Any changes to the Terms and Conditions will be effective immediately upon posting the revised version on the MADverse Platform. Your continued use of the Sync Placement service after the posting of any changes constitutes your acceptance of such changes.
- c. We may terminate your access to the Sync Placement service at any time, with or without cause, and without liability to you.

## **VIII. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of India. Any legal action or proceeding arising out of or relating to these Terms and Conditions shall be exclusively brought in the courts of New Delhi.

## **IX. Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and MADverse regarding the Sync Placement service and supersede all prior and contemporaneous agreements, proposals, or representations, whether written or oral.

By using the Sync Placement service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.