

Terms and Conditions for 6Q Music Production Services

1. Acceptance of Terms

By accessing, browsing, or using the services of 6Q Music Production ("the Studio," "we," "us," or "our") via our website, email, in-person, or any other method, you ("the Client," "you," or "your") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to all of these Terms, you must not engage our services. Your electronic acceptance, written/verbal confirmation, commencement of work, or payment of a deposit constitutes your agreement to these Terms.

2. Services Offered

The Studio offers music production, mixing, and mastering services under three distinct service tiers:

Production Essential: Includes production, mixing, and mastering services. Grants the Client a Personal Use License.

Production Premium: Includes production, mixing, and mastering services. Grants the Client an Online Distribution License.

Production Elite: Includes production, mixing, and mastering services. Grants the Client a Full Commercial License.

Specific deliverables, revision rounds, and license details for each tier are defined in the separate Service Quote or Project Agreement provided to the Client prior to engagement.

3. Fees & Payment

1. **Quotes & Deposits:** All projects require a written quote. A non-refundable deposit (typically 50% of the total fee) is required to book session time and commence work. The balance is due upon delivery of the final masters or as otherwise specified in the project agreement.
2. **Additional Costs:** The quoted price is for the services described. Any additional requests, extra revision rounds beyond those included, studio musician fees, sample clearance costs, or other third-party costs will be communicated and billed separately.
3. **Late Payment:** Invoices not paid by the due date may incur a late fee of 5% per month on the outstanding balance. The Studio reserves the right to withhold delivery of any audio files, masters, or licenses until full payment is received.

4. Intellectual Property Rights

A. Masters & Compositions:

1. **Master Rights:** The Studio shall retain all ownership rights, title, and interest in and to the **master recordings** ("Masters") created during the provision of services, including all

processed, mixed, and mastered versions. The Client is granted a license to use the Masters strictly in accordance with the tier of service purchased (see Section 4B).

2. **Underlying Composition:** If the Client provides a fully composed song (melody, chords, lyrics), the Client retains the copyright to that underlying composition.
3. **Studio Composition/Performance:** If the Studio contributes original musical composition (e.g., chords, melody, basslines, hooks), musical arrangement, or original lyrics in full or in part, the Studio shall retain copyright in its contributions and shall be considered a co-writer and co-publisher of the resulting musical work.
4. A separate songwriting split sheet will be required to define ownership percentages (typically a 50/50 split for significant contributions, unless otherwise agreed in writing prior to work commencing).
5. **Mechanical Rights:** For any song where the Studio is a co-writer as defined in 4(A)(3), the Studio retains its proportional share of the mechanical rights

B. License Grants to Client:

The Client's right to use the final delivered Masters is limited to the license corresponding to the service tier purchased:

1. **Production Essential - Personal Use License:** The Client may use the Master for private listening, demonstration, non-monetized personal social media posts (with credit), and to secure a label or publishing deal. **The Client may NOT:** (i) distribute the Master commercially (including but not limited to streaming platforms, downloads, CDs, vinyl); (ii) synchronize the Master in video, film, TV, or games; (iii) monetize the Master in any way.
2. **Production Premium - Online Distribution License:** The Client may distribute the Master worldwide on approved digital streaming and download platforms (e.g., Spotify, Apple Music, Tidal, Beatport). This license **excludes:** (i) synchronization for visual media (film/TV/video games/advertising); (ii) physical reproduction (CD/vinyl) exceeding [e.g., 500] units; (iii) radio broadcasting beyond typical streaming service inclusion.
3. **Production Elite - Full Commercial License:** The Client receives a worldwide, perpetual license to use the Master for all commercial purposes, including unlimited sales, streaming, downloads, physical reproduction, public performance, and synchronization for film, TV, advertising, and video games. **The Studio still retains ownership of the Master and publishing rights as per Section 4(A).**

C. Publishing Administration:

For songs where the Studio is a co-publisher, the Studio may offer the Client the option to enter into a separate Publishing Administration agreement, whereby the Studio would administer the publishing rights for a percentage. This is not automatic and must be agreed in writing.

D. Credit: In all uses of the Master where credit is practicable (e.g., streaming platform metadata, social media, liner notes), the Client must credit: "[Produced/Mixed/Mastered by 6Q Music Production/Engineer Name]".

5. Client Responsibilities

The Client warrants that any material (samples, vocals, melodies, lyrics) provided to the Studio for use in the project does not infringe upon the copyrights or other rights of any third party and is cleared for use.

The Client agrees to provide timely feedback and decisions during the production process.

6. Cancellation & Rescheduling

Session deposits are non-refundable. Sessions cancelled or rescheduled with less than [e.g., 48 hours] notice may forfeit the deposit at the Studio's discretion.

7. Limitation of Liability

The Studio's total liability to the Client for any claim arising out of or relating to these Terms or the services provided shall be limited to the total fees paid by the Client for the specific project in question. The Studio shall not be liable for any indirect, incidental, special, or consequential damages.

8. Indemnification

The Client agrees to indemnify and hold harmless the Studio, its owners, and employees from any claims, damages, or expenses (including legal fees) arising from the Client's use of the Masters in breach of these Terms or from the Client's infringement of any third-party rights.

9. Dispute Resolution & Governing Law

These Terms shall be governed by and construed in accordance with the laws of Antigua and Barbuda. Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Antigua and Barbuda.

10. General

These Terms constitute the entire agreement between the parties. No modification is valid unless in writing and signed by both parties. If any provision is found invalid, the remainder of the Terms remains in force.

Client Acknowledgment

- 1) I, the Client, acknowledge that I have read, understood, and agree to be legally bound by the 6Q Music Production Terms and Conditions in their entirety. I specifically understand and agree that:
- 2) The Studio retains ownership of the Master Recordings.
- 3) My rights to use the final Master are strictly limited to the license tier (Essential, Premium, Elite)
- 4) I have purchased, as detailed in the Terms of this Service Agreement.
- 5) If the Studio contributes original musical composition or lyrics, it will retain copyright and publishing rights as a co-writer, subject to a fair split to be agreed in writing.
- 6) The designated legal jurisdiction for any disputes is Antigua and Barbuda.

ACKNOWLEDGMENT

By purchasing any of our services, the Client agrees to these Terms and Conditions.

Studio: 6Q Music Production

Date:

Client Acknowledgment:

I, _____, have read, understood, and agree to these Terms and Conditions.

Signature: _____ **Date:** _____