Ownership. The enclosed music, sound recordings and audio content (the "Content") are the copyrighted property of Digital Juice, Inc. and/or its licensors ("DJI") and as copyrighted material it is licensed (not sold) to customers according to the terms of this license. Such ownership rights and interests are protected by U.S. and international copyright laws. Any rights not granted by this license are reserved by DJI.

Limitations on License Granted.

MusicBOX Uses Allowed:

You may adapt, synchronize, reproduce and distribute the Content only in conjunction with and as an integral part of multimedia works and/or multiform audio presentations as created, adapted, edited or synchronized by our customers. This includes but is not limited to distribution of your non-profit or for-profit audio-visual works distributed over web, broadcast, film, DVD, radio, public presentations, and personal or private uses.

You may authorize others to perform, transmit or otherwise disseminate your audio-visual works subject to the purchase of the Content .from DJI for each location and computer where such Content is used.

You may use the Content alone (with no requirement to sync with voice narration or other data) as foreground and background music ONLY as part of music on-hold or music system in restaurants and office provided that each physical location has purchased a license.

You may use or store the Content at multiple locations (at the same facility or remote facilities) provided there is no possibility of multiple concurrent uses of the Content. If such possibility exists then a separate license is required for each location. Parent corporations that own multiple companies and facilities (such as, but not limited to Broadcast TV Stations, Governments, Franchisors, Chain Stores, etc) are required to have a separate license for each physical location where the Content is used.

You are not required by this license (except in case of ultimate broadcast and performance of the Content by Blanket-License Holders) to create or file "cue sheets" or pay broadcast fees or royalties with respect to any use or broadcast of your audio-visual work; provided, however, if "cue sheets" are normally required for reasons independent of this license, the applicable DJI publisher designee shall be correctly identified thereon as the publisher, along with the respective composer identified in the MusicBOX packaging, as applicable. Further, you agree to indemnify and hold harmless DJI from all costs and expenses arising or resulting from any adverse claims by any third parties arising from any music or other material added to the Content by customer or any unauthorized use of any Content, or any agreement or other arrangement to which DJI is not a party.

Blanket-License Exception:

If your audio-visual work utilizing any Content is to be ultimately broadcast, publically performed, transmitted or used by an organization that has a performance right licensing arrangement or "Blanket License" with ASCAP, BMI, SESAC or any similar performing rights organizations, in such cases you are required to prepare and submit appropriate "cue sheets" that will indicate the music or Content that you used and the name of the composer and publisher of such Content used (available from DJI online or via Juicer software). No additional fees or royalties shall be owed by you except for the performance rights fees covered by the "Blanket license" holder and earned from ASCAP, BMI or SESAC. You proper preparation and submission of an accurate "cue sheet" allows the performing rights organizations to properly distribute the appropriate performance rights fees due composers and publishers, without any additional costs to you.

MusicBOX Uses Limited or Prohibited

Except as otherwise specifically provided in this license, you may not: (a) distribute or otherwise use the Content for any other purpose except as authorized by DJI in writing, or (b) perform, transmit or disseminate any Content except as a part of your audio-visual work.

You may not resell (e.g., eBay), transfer, assign or distribute DJI Content alone or as part of any "Template" (web based or otherwise).

You may not store the Content in such a way that it is accessible and usable by multiple individuals or facilities concurrently. This includes providing access to the Content to multiple individuals or facilities via the Internet, internal intranet, or private network. Unless otherwise provided in an additional separate license from DJI, multiple concurrent users in the production of multiple concurrently created audio-visual works is prohibited without the purchase of separate licenses. (Please see Frequently Asked Questions & Situations for examples and further explanation if you are concerned you may fall within this provision).

Warranty. DJI warrants the Content media products to be free from defects in materials and workmanship for a period of thirty (30) days from the date of purchase. DJI will replace any such defective media returned to DJI during such warranty period, provided such defect is not the result of improper use, abuse or neglect; or if DJI is unable to do so, it will refund your purchase price for such defective products or disks containing the Content. All customers acknowledge in purchasing DJI products that replacement (or refund) is the exclusive remedy for any such defective media, and DJI shall have no liability whatsoever for any other damages.

Termination. This Agreement is effective until terminated. You may terminate it at any time by destroying the original media copy of the Content and erasing all copies of the Content and your audio-visual works containing any Content in your possession or control. This Agreement also will terminate at the sole discretion of DJI if you do not comply with any of the material terms or conditions of this License Agreement.
Agreement. This License Agreement expresses the entire understanding between you and DJI, and supersedes all other oral or written communications relating to the Content or its use. This Agreement shall be governed and construed under the laws of the State of Florida and subject only to the exclusive personal jurisdiction over the parties in any court of appropriated subject-matter jurisdiction located in Orange County, Florida.

Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution and/or exhibition of copyrighted music or audiotapes, discs or other media or in violation of the terms of this License Agreement. Copyright infringement may be subject to criminal penalties and investigated by the FBI and may constitute a felony with a maximum penalty of up to five years in prison and/or a $250,000 fine.