

ACCESS

Terms and Conditions

Acceptance of these Terms & Conditions is required in order to be an approved user of the Access Service. When applying, (and subject to being accepted into the service by the Access team), you agree to the Access Terms & Conditions below, which can be downloaded for your records.

Introduction:

Access provides a platform enabling do-it-yourself digital distribution and promotion of your music.

We offer you, the music rights owner, the following services:

- we enable you to create self-serviced music assets (e.g. metadata, artwork covers and audio files);
- we give you access to detailed analytics including your sales and consumption trends;
- we enable you to create promotional links to drive traffic to your music;
- we enable you to create instant gratification offers on services including iTunes & Amazon;
- you choose exactly which digital service providers (“DSPs”) you wish us to supply;
- you retain complete control over the price of your downloads at both bundle and track level;
- we offer optional additional services, including YouTube promotion and a synchronisation licensing service;
- we provide detailed and clear accounting via our online portal;
- we provide monthly electronic payment (subject to minimum earnings) direct to both client and if required artist (third party) accounts (bank / PayPal);
- we provide you with full client support via chat functionality.

We act as your licensee to exploit the materials that you supply to us, which materials may include but not be limited to one or more of the following:

- sound recordings
- artwork
- photos
- video footage
- written words

For the complete Terms and Conditions required to be accepted when applying for an Access Account, please [click here](#).

FULL AGREEMENT

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This agreement sets out the basis on which we will supply these services. We reserve the right at any and all times for any reason to suspend the supply of any materials you may supply to us to DSPs in our sole discretion. We are unlikely to do so unless there are legal issues, or we are likely to suffer loss or damage as a consequence of supply. Any supply by you of any Materials (defined below) for ingestion into our distribution system will be deemed acceptance of these terms, but we will not be bound by the Agreement unless and until we have accepted your distribution application by email. All capitalised terms used in this agreement shall be as defined in this agreement.

Our agreement - key provisions:

Date of this agreement:	Date on which Access confirms your successful application
Us:	Access Distribution contracting as [PIAS] UK limited 1 Bevington Path London SE1 3PW
You:	Details as provided in the Application Process and in the "My Account" section of the Access online Dashboard
Your bank account details:	As supplied via the Access online Dashboard
Artist(s) name(s):	As supplied via the Access online Dashboard
Territory:	World (N.B. In the event that you only control the rights for specific territories these can be indicated on a product by product basis with the data that you provide to us).
DSPs:	Any and all DSPs with whom we may have an agreement unless specified by you in writing otherwise. Please note that once you have opted into one or more DSP services, the grant of rights made by you in respect of those services is exclusive. You always retain the right to opt out at any time subject to the notice clause.
Synchronisation rights:	The right to procure third party licence agreements on your behalf to synchronise any sound recordings supplied by you with moving visual images.
Materials:	Any and all materials (e.g. sound recordings, artwork, photos, video footage, written words etc.) as you may upload to the Site.
Term:	From delivery by you to us of Materials until you serve one month's (three months' in respect of synchronisation rights) written notice of termination provided always that no notice of

termination may be served by you until we have been able to recover from sales any debts for additional services that you may owe us, ("Debts"), or you have repaid us for the same in full.

Gross Revenue:	Any and all gross revenue received by or credited to Access in relation to exploitation of the Materials identifiable on a per usage basis, less any refunds or credits, VAT, and other applicable taxes and deductions.
Revenue split:	We retain 15% (30% in respect of any synchronisation licences) of the Gross Revenue received as our fee ("Fee") and remit the balance to you ("Net Revenue") subject always to the prior recoupment of any Debts. We reserve the right to alter the Fee on one month's written notice.
Accounting:	The Net Revenue will be credited to your account on the first day of each month, and (subject always to the prior recoupment of all Debts) will be available to you immediately. Any bank costs shall be your responsibility. Subject always to the provisions of this agreement, you hereby authorise us to deduct any sums that may be properly owing by you to us from your Access Account.
Costs:	In the event that we incur any costs through your non-compliance with any of the provisions of this agreement, or tax liability, the same shall be included within the definition of Debts and we reserve the right to deduct them from your Access Account.
Currency:	€, £, \$ (euros, UK Pounds or US Dollars) depending upon what has been chosen by you within the Access Dashboard.

Our agreement – general provisions:

1. For the Term of this Agreement and throughout the Territory, you grant to us the exclusive right and licence to:
 - a. make copies of, use, distribute, and/or make available (including by sale, promotion, digital distribution, transmission online or by mobile application) all or any part of the Materials to any of the DSPs that you may choose from time to time. You agree that you shall have no direct access to any DSP that you request us to supply; and
 - b. In the event that you opt-in via the Access Dashboard, the exclusive right to procure synchronisation licences, subject always to the details of the same being subject to your prior written approval, such approval not to be unreasonably withheld or delayed. Your opt-in to the grant of synchronisation rights shall be exclusive during the Term and as such we shall issue and sign any licences agreed. We shall be entitled to take our Fee for any synchronisation licence procured regardless of the expiry of the Term, if the pitch was made during the Term.Any and all rights not granted by you to us are reserved to you.

2.

2. You need to deliver the Materials to us ready for digital ingestion to DSPs. If they are not ready for digital ingestion and we incur costs to make them so, we reserve the right to re-charge you these costs. We shall also be entitled to remove Materials that are of insufficient quality.
3. You remain responsible for any and all third party costs that may arise as a result of our exploitation of the Materials, including without limitation any mechanical and public performance payments, and any payments to producers, mixers or featured vocalists, etc. and again we reserve the right to deduct any and all of any such costs that we may incur from sums due to you hereunder. These will include without limitation any claims in respect of any samples, and any mechanicals or synchronization fees that we may have to pay, and any fees that may arise if we reproduce lyrics.
4. Our obligations will be as follows:
 - a) we won't change any of the Materials without your approval (other than for technical reasons); and
 - b) we will pay for any and all storage and audio encoding costs, but not video encoding (the costs of which will be agreed with you on a case by case basis); and
 - c) we will ensure that the Artist is properly credited as the performer.
5. We will credit your Access Account with Net Revenue, provided that the aggregate of sums due to you exceeds £50. Any amounts not credited to you Access Account will be carried forward to the end of the next accounting period in which the aggregate of sums due exceeds £50. You shall have the right, not more than once in each year and providing that you give Access reasonable advance written notice, at your sole cost to audit the parts of Access's royalty accounts relating only to this Agreement. If any audit reveals an underpayment that Access or a court of competent jurisdiction accepts as being due, Access will promptly pay such amount to you.
6. You confirm to us that:
 - a) you are free to enter into this agreement (e.g. you have not granted any of the rights you are granting to us to others, or directly to any of the DSPs you have chosen): and
 - b) our exploitation of the Materials will not infringe the rights of any third party; and
 - c) you have obtained all necessary rights and consents from third parties whose rights, work, or otherwise are embodied in the Materials (including but not limited to the rights of producers, re-mixers, session musicians etc.) and will account to them in full as required; and
 - d) none of the Materials contain obscene or defamatory material, or promote racist or sexist views, or will expose us to any civil or criminal proceedings; and
 - e) all information supplied by you (including but not limited to metadata, credits, and label copy) is complete and accurate;
 - f) we shall not be responsible for any liability or otherwise as the result of any non-availability of the Materials on chosen DSPs.
 - g) you will remain liable for any and all third party claims arising as a result of the exploitation of any of the Materials that you supply to us hereunder.

7. You fully indemnify and agree to hold us harmless from and against all actions, proceedings, claims, awards, demands, costs, damages and expenses (including, without limit, all legal costs) arising from any breach by you of your obligations under this Agreement provided that any such exposure is reduced to a final non-appealable judgment by a court of competent jurisdiction or is settled with your prior written approval (not to be unreasonably withheld). Pending the resolution of any third party claim made against us in respect of Materials supplied by you, and without limiting any other rights we may have, we shall be entitled to retain from monies otherwise due to you such sums as we reasonably believe shall cover any liability that we may have to such third party.
8. On expiry of the Term, we:
 - a) will issue formal take down notices to all terminated DSPs and use reasonable commercial endeavours to ensure compliance with these within the periods under the relevant DSP licences;
 - b) will continue to account to you in respect of any and all income that may continue to be received by us after the termination of the Term and the issuance by us of take-down notices pursuant to the terms of this Agreement (including the deduction of Fee); and
 - c) will on your request transfer a digital copy of the Materials to you at your sole cost (such cost not to exceed the actual cost of our reasonable time and materials in making such transfer); and
9. Here are some general provisions:
 - a) This Agreement shall be personal to each of us and not transferable without the prior written consent of both of us (not to be unreasonably withheld), apart from that we shall be entitled to sub-license all rights granted to a third party and/or assign this Agreement in whole or in part to any parent, subsidiary, affiliate or associated company; and
 - b) this Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between us; and
 - c) this Agreement contains all the terms agreed between us regarding its subject matter and supersedes any prior agreement, understanding or arrangement between us whether oral or in writing; and
 - d) a person who is not a party to this Agreement shall have no rights under the Third Party Rights Act to enforce any term of this Agreement; and this Agreement shall be governed by the laws of England and Wales under the non-exclusive jurisdiction of the English courts