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Terms of Use

1. Introduction

- a. Please read the following Terms of Use (“Terms of Use,” “Terms,” or “Agreement”) carefully. By accessing or using any of the pages or content located on www.freemusicarchive.org (the “Site”), you (“you” or “User”) indicate that you understand and agree to the Terms of Use.
- b. The Terms of Use include all other Site policies, such as the Privacy Policy, which may be found on separate pages on the Site. A list of links to our Site policies can be found [here](#). By agreeing to the Terms of Use, you indicate that you understand and agree to all Site policies.

2. About the Site

- a. The Free Music Archive (the “Free Music Archive,” “FMA,” “we,” “us,” or “our”) is an online library of audio and video content that the public, including music fans, webcasters, and podcasters, may listen to, download, or stream for free. The Free Music Archive is a project of Auricle Communications, whose mission is to distribute multimedia content for free over the radio or the Internet. The FMA includes content from WFMU and other curators of audio and visual media, including non-commercial radio stations and individuals.
- b. Content on the Site (“Content”) includes, but is not limited to, written comments, descriptions, reviews, ratings, audio and/or video files, images, scripts, and designs. Content includes, but is not limited to, Member-Generated Content and Site Content (as those terms are defined below) and Curator Content (as that term is defined in the [Curator](#) and [Uploading Policy](#)).
- c. Users include but are not limited to persons who visit the Site or access its Content in any manner, persons

who contribute, post, and upload Content of any kind to the Site, and persons who maintain, moderate, or edit Content.

3. Categories of Use. This Agreement addresses four main categories of use.

- a. First, the Free Music Archive allows you to listen to, download, and search for audio and/or video files hosted on the Site. You may incorporate some of the audio and/or video files into podcasts, webcasts, and other multimedia works, subject to the specific licensing terms that govern each audio and/or video file as explained in and linked from Section [11] below.
- b. Second, as a registered member (a “Member”), you may post written comments, flag comments, rate songs and albums, and create playlists of audio and/or video files hosted on the Site (“Member-Generated Content,” described and defined more fully in Section [8] below). A Member who wishes to become an editor with the privileges of writing reviews, editing song/album/artist information, and accessing and sorting flagged comments (an “Editor”), must obtain the approval of the relevant Curator (as defined below).
- c. Third, a Curator (“Curator”) or Contributor (“Contributor”) may upload or delete content such as audio and/or video files, written descriptions, and images of album covers to or from their portals on the Site and may submit content to the Free Music Archive blog (“Curator Content”). Within their portals, Curators may maintain artist pages, moderate and delete User postings, control User options such as images and designs, ban Members, and manage and approve Contributors, Contributing Artists, and Editors. We approve Curators at our sole discretion.
- d. Fourth, a contributing artist (“Contributing Artist”) may upload to the Site any audio and/or video files in which the Contributing Artist owns all necessary rights (including but not limited to rights in sound recordings and musical compositions embodied in such audio and/or video files). The Contributing Artist must receive an invitation from a Curator to establish a Contributing Artist account, after which the Contributing Artist may upload content to the Contributing Artist’s page, within the Curator’s portal.

4. Eligibility

- a. To use the Free Music Archive, you must be at least thirteen (13) years old and must either be able to form legally binding contracts in your jurisdiction or have legal parental or guardian consent to enter into, agree to, and abide by these Terms of Use.

5. Member Accounts, Passwords, and Security

- a. You may register for a Member account provided that you are eligible to use the Site and provided that you agree to the Terms of Use.
- b. You are responsible for maintaining the security of your password and account. You are responsible for all activities that occur under your account. The Free Music Archive is not responsible for any harms arising out of the unauthorized or improper use of your account or password.
- c. The Free Music Archive reserves the right to restrict or delete your account or restrict your access to the Site, at our sole discretion and without notice or liability.

6. Restrictions on Use. The Free Music Archive strives to be a clean, safe, friendly, and legal site. In visiting, accessing, or using the Site, you agree to abide by the following rules of conduct.

- a. You will not falsely assume the identities of other Users or other rights-holders (such as artists or composers) on the Site.
- b. You will not harass, threaten, or defraud other Users or rights-holders online or offline. You will not transmit content that is illegal, defamatory, libelous, obscene, pornographic, threatening, invasive of privacy, injurious, or that may otherwise infringe on the ability of other Users to enjoy the Site. You will not post inflammatory

content with the sole intention of provoking other Users.

c. You will not post spam, junk mail, or chain letters on the Site. You will not post advertisements on the comment boards of other Users' profiles.

d. You will not provide direct links (deep links) on other websites to specific audio and/or video files (such as mp3 files) that are hosted on the Free Music Archive.

e. You will not attack the Site with automated requests or attempt to data mine the Site. You will not attempt to gain unauthorized access to the Site or other User accounts by hacking, password mining, or other means. You will not attempt to compromise the Site's integrity in any way.

f. Any content that you upload or contribute to the Site and any behavior in relation to the Site shall not compromise the security or functionality of the Site or of other computers. You will not post malicious files or files that will install any software or scripts on a User's computer without the User's consent and full knowledge.

g. You will not use the Site or Content hosted on the Site in any way that violates the Terms of Use.

7. Downloading Policy

a. The page for each song or album available via the Site will indicate the type of license that applies to that song, album, or other audio and/or video file. You are responsible for reviewing and understanding the license. Relevant license provisions are linked from the page of each audio and/or video file or album, and licenses are also explained in or linked from Section [11] of the Terms of Use.

b. You agree to comply with all license provisions relating to Content that you download or access from the Free Music Archive.

8. Posting Reviews, Comments, and Playlists

a. Member-Generated Content includes Members' written comments, ratings, descriptions, and playlists, which Members may post on the Site.

b. As a Member posting Member-Generated Content:

i. You agree that your avatar and Member name may be displayed next to any Member-Generated Content that you post.

ii. You agree that you own or control all necessary rights in and to comments that you post on the Site and that you are not infringing other people's rights by posting such comments on the Site.

c. Licensing

i. As a Member, you agree that all Users of the Site may access, quote, or reproduce your Member-Generated Content in connection with their use of the Site. For all other uses beyond the Site, you agree that all Member-Generated Content that you post or upload to the Site will be subject to the [Creative Commons Attribution-Noncommercial-Share Alike 3.0 License](https://creativecommons.org/licenses/by-nc-sa/3.0/), unless otherwise noted.

d. Members may flag any or all comments that they consider inappropriate. Flagged comments may be monitored by Editors and may be removed by Curators at their discretion. The Free Music Archive reserves the right to remove any comments that violate the Terms of Use.

e. The Free Music Archive may display summaries of Members' ratings of songs and albums, their favorites, and tracks that they have listened to. These summaries and Member-Generated Content are viewable to the public and may remain available to the public for an indefinite period of time at the discretion of the relevant

Curator, Editor, or the Free Music Archive.

9. User Conduct

- a. The Free Music Archive encourages all Users to be courteous and respectful in their communications on the Site. Still, Content found on the Site may represent a wide range of views and may be inaccurate, offensive, or inappropriate to different people. The Free Music Archive neither endorses nor takes responsibility for content generated by Users. The Free Music Archive will not be liable for monitoring such content.
- b. The Free Music Archive reserves the right to delete, disable, or remove any content that we consider inappropriate or violates this Agreement, at our sole discretion, without notice or liability.

10. Site Content

- a. Definition. Site Content ("Site Content") refers to any text, images, trademarks, service marks, logos, graphics, page layouts, or other material or content that is created, uploaded, owned, or maintained directly by the owners or administrators of the Free Music Archive. Site Content includes, but is not limited to "Free Music Archive," www.freemusicarchive.org, and other service marks, logos, and graphics representing the Site.
- b. Intellectual Property. All Site Content is the property of the Free Music Archive and is protected by copyright, trademark, and other intellectual property laws. Unless otherwise noted, all Site Content is licensed under the [Creative Commons Attribution-Noncommercial-Share Alike 3.0](https://creativecommons.org/licenses/by-nc-sa/3.0/) license.
- c. Links to the Site. You may create a hyperlink to the Site as long as the link does not portray the Free Music Archive and its affiliates in a false, misleading, or offensive manner.
- d. Links to Independent Websites. The Free Music Archive pages may display links to independent, third-party websites ("Third Party Sites"). We neither control nor endorse Third Party Sites. You agree that we are not responsible for the content of Third Party Sites, or for any harm that arises from or relates to Third Party Sites.

11. License Provisions

- a. All audio and video files available for download from the Free Music Archive are subject to one of the following license categories: (1) Creative Commons; (2) Public Domain (United States); or (3) a customized license. The particular license that is applicable to each file will be displayed on the file's song page. You should follow the links from the song page to make sure that you understand and are complying with the license provisions for each file that you download.

12. Intellectual Property.

- a. Copyright. You agree to comply with U.S. copyright laws as well as the laws of your local jurisdiction.
- b. Trademarks. All trademarks, logos, or other proprietary information (including images, text, and page layouts) displayed on the Site are protected by U.S. trademark law. You will not frame or use any trademarks, logos, or other proprietary information of rights-holders in any way without their express written consent. You are granted no right or license with respect to these trademarks. Use of such trademarks in any manner that is likely to cause confusion or that disparages or discredits the trademark owner is strictly prohibited.
- c. Copyright Infringement and Notification Policy. If you believe that your copyrighted works have been used in a way that constitutes copyright infringement, please follow the procedures in our Digital Millennium Copyright Act Policy in Section [13] below.

13. Digital Millennium Copyright Act Policy: Notice and Takedown Procedures.

- a. The Free Music Archive will act in accordance with Title 17, U.S.C., Section 512(c) of the Digital Millennium Copyright Act ("DMCA") regarding copyright infringement.

b. Infringement Notification.

i. The Free Music Archive's Designated Agent to receive notification of alleged infringement is: complaints@freemusicarchive.org

ii. If you are a copyright owner and believe that your copyrighted works have been used in a way that constitutes copyright infringement, you may send a written notification (preferably by email) to the Free Music Archive's Designated Agent listed above. Please identify the copyrighted work(s) and include your name, address, phone number, email address, and your physical or electronic signature. Also state that (1) you are the copyright owner or authorized to act on behalf of the copyright owner; and (2) you have a good faith belief that the use of the work is not authorized by the copyright owner, its agent, or the law.

iii. We will respond to clear and valid notices of alleged infringement by removing or disabling access to the allegedly infringing content, regardless of whether we are liable for such infringement.

c. Please note that you may be liable for damages (including costs and legal fees) if you materially misrepresent that content is infringing your copyrights. Contact an attorney if you are not sure whether the content is infringing.

d. Counter-notification.

i. Pursuant to Section 512(g)(2)(A) of the DMCA, we will take reasonable steps to notify you when we remove or disable the content that you posted that allegedly infringes copyright

ii. If you are a User who believes your content was mistakenly removed or disabled, you may send our Designated Agent (see above) a counter-notification. In your counter-notification, please identify the work and its location on the Site before it was removed or disabled, and include your name, address, phone number, and your physical or electronic signature. Also state that you have a good faith belief that the content was mistakenly removed or disabled.

e. Repeat Infringers.

i. In accordance with Section 512(i)(1)(A) of the DMCA, we will, in appropriate circumstances, disable and/or terminate the accounts of Users who are repeat infringers.

14. Limitation of Liabilities

a. To the full extent permissible by applicable law, you expressly understand and agree that in no event will the Free Music Archive, its affiliates, directors, agents, and successors be liable to you for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profit, LOSS of income, LOSS of business opportunities, loss of goodwill or reputation, or loss of data, regardless of the nature of the claim or the form of action, arising from the Site or Content and services on the Site, whether or not we had any knowledge, actual or constructive, that such damages might be incurred.

15. Disclaimer of Warranties

a. You expressly understand and agree that the Free Music Archive and any materials and content on the Site are provided on an "as is" and "as available" basis, and your use of the Site is at your sole risk. The Free Music Archive makes no representations or warranties of any kind, express or implied, as to the Site's operation or the information, content, or materials included on this Site. To the fullest extent permissible by applicable law, the Free Music Archive disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability and fitness for any particular purpose. Without limitation, we disclaim any and all warranties regarding the security, reliability, accuracy, timeliness, and performance of the Site, its services, and its functions, as well as any of content and information accessed from the site.

16. Choice of Law and Venue.

a. This Agreement is governed by and construed according to the laws of the State of New Jersey, without regard to the rules of conflict of law that may cause the laws of another jurisdiction to apply. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts of the State of New Jersey in the event of any claims, actions, or disputes arising from or relating to the Free Music Archive, or your use or review of it. This Agreement is the entire agreement between parties with respect to the subject matter hereof and replaces all prior or contemporaneous understandings or agreements regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of the Agreement will continue in full force and effect

17. Indemnification

a. You expressly understand and agree to indemnify, defend, save, and hold harmless Auricle Communications, WFMU, the Free Music Archive, Users of the FMA, and their respective directors, agents, and successors, from and against any and all liabilities, including but not limited to all costs, expenses, and damages arising out of any breach or alleged breach by you of any of the provisions in the Terms of Use, including but not limited to any claim made by any third-party.

18. Right to Eliminate Access

a. The Free Music Archive reserves the right to eliminate access to the Site to anyone for any reason, including but not limited to violations of the Terms of Use.

19. Severability

a. If any part of the Terms is found unenforceable, the rest of the Terms shall remain enforceable to the maximum extent of the law.

20. Waiver

a. Failure of the Free Music Archive to pursue a violation of a specific provision of the Terms does not imply a waiver of our right to pursue and act on violations of the Terms.

21. Modifications.

a. The Free Music Archive reserves the right to change the Terms of Use at any time, at its sole discretion. You are responsible for regularly reviewing the Terms. Your continued use of the Site constitutes your agreement to all such Terms and changes.



The Free Music Archive, a KitSplit company, offers free downloads under Creative Commons and other licenses. We also offer a very large repository of [free birthday songs](#) you can use in your projects.

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