

TERMS AND CONDITIONS FOR SYNC PITCHING

Autodhun Digital Platform

These Terms and Conditions (“Agreement”) govern the use of the Sync Placement service provided by **Autodhun Digital** (“Company”, “we”, “us”, or “our”). By submitting music or using the Sync Placement service, the artist or rights holder (“Artist”, “you”, or “your”) agrees to the following legally binding terms.

1. Eligibility

1.1 The Sync Placement service is available only to artists or authorized representatives of artists who maintain an active account on the Autodhun Digital platform.

1.2 By using this service, the Artist represents and warrants that they have the legal authority to enter into this Agreement and to submit the music tracks.

2. Sync Placement Service

2.1 Autodhun Digital provides a platform through which artists may submit their music tracks for potential synchronization opportunities in films, television programs, advertisements, digital media, or other audiovisual productions.

2.2 Artists are responsible for submitting accurate metadata and required information related to their music tracks during the submission process.

2.3 Autodhun Digital does not guarantee that any submitted track will be accepted, reviewed, or selected for synchronization opportunities. The final decision regarding track selection remains solely with the relevant third-party producers, licensors, or media entities involved in the project.

3. Rights and Licensing

3.1 By submitting music tracks to the Sync Placement service, the Artist confirms that they possess all necessary rights, licenses, and permissions required to authorize synchronization of the submitted tracks.

3.2 The Artist grants Autodhun Digital a **non-exclusive, worldwide, royalty-free license** to use, reproduce, distribute, publicly display, publicly perform, and modify the submitted music tracks solely for the purpose of promoting and facilitating synchronization opportunities.

3.3 If a track is selected for synchronization in any media project, the Artist agrees to grant any additional licenses or permissions required by the third-party entity responsible for the synchronization project.

4. License Fees and Commission

4.1 Submission of music tracks to Autodhun Digital does not guarantee compensation.

4.2 If a music track is selected for synchronization, the licensing terms, including the sync license fee payable to the Artist, will be defined in a separate agreement between the Artist and the relevant third-party entity.

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4.3 In consideration for providing the Sync Placement service, Autodhun Digital shall be entitled to **25% of the total sync license fee** received by the Artist from the third party.

4.4 The Autodhun Digital commission shall be payable within **Ten (10) business days** from the date the Artist receives payment of the sync license fee.

4.5 Autodhun Digital reserves the right to deduct or offset its commission from any payments owed to the Artist through the Autodhun Digital platform.

5. Fees

Autodhun Digital shall retain **25% of net receipts from the overall synchronization value** earned through sync placements facilitated by the platform.

6. Exclusivity

This Agreement is **non-exclusive**. The Artist is free to distribute the music tracks through other platforms, distributors, or sync libraries, provided that the Artist retains all necessary rights to the submitted content.

7. Payout

Payments due to the Artist from license fees will be paid according to the terms specified in the applicable license agreement and within **20 days of Autodhun Digital receiving the payment from the licensee**.

8. Representations and Warranties

The Artist represents and warrants that:

- a. The Artist has full legal authority to enter into this Agreement.
- b. All information provided during submission is accurate and complete.
- c. The submitted music tracks do not infringe any intellectual property rights of third parties.
- d. All samples, loops, or third-party content included in the music have proper licenses and permissions.

9. Copyright and Content Responsibility

9.1 The Artist agrees not to submit copied or unauthorized content.

9.2 The Artist confirms that the submitted tracks are original or legally licensed for submission.

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9.3 Autodhun Digital shall not be liable for any copyright infringement claims arising from the Artist's submitted content.

10. Indemnification

The Artist agrees to indemnify, defend, and hold harmless Autodhun Digital and its officers, directors, employees, and affiliates from any claims, damages, liabilities, losses, or expenses arising from:

- breach of this Agreement
- copyright or intellectual property infringement
- misuse of the Sync Placement service

11. Term

This Agreement shall remain effective for as long as the Artist chooses to keep their music tracks available on the Autodhun Digital platform.

12. Termination

12.1 The Artist may terminate participation in the Sync Placement service by providing **one (1) month written notice via email**.

12.2 Upon termination notice, Autodhun Digital will remove the Artist's content from its library, while retaining the right to conclude any ongoing negotiations or licensing processes already initiated.

12.3 Autodhun Digital reserves the right to terminate or suspend access to the service at its discretion.

13. Modifications

Autodhun Digital reserves the right to modify, suspend, or discontinue the Sync Placement service or amend these Terms and Conditions at any time. Continued use of the service following such changes constitutes acceptance of the revised terms.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the **laws of India**.

Any dispute arising out of or related to this Agreement shall be subject to the **exclusive jurisdiction of the courts in Supaul Bihar, India**.

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15. Entire Agreement

This document constitutes the entire agreement between the Artist , Label and Autodhun Digital concerning the Sync Placement service and supersedes any prior agreements, communications, or understandings, whether written or oral.