

GENERAL TERMS AND CONDITIONS OF LICENCE APPLICATION FORM

1. In this Licence, the following expressions shall have the following meanings:

"Film" and "Sound Recording" shall have the meanings ascribed to them under the Copyright Act 2021;

"Music Recordings" shall include all sound, music video and/or karaoke recordings, the copyright of which is owned and/or exclusively controlled by MRSS members; "Music Video" or "Karaoke" means a film which has as its principal feature the performance or representation of a musical work or sound recording and in which the copyright in Singapore is owned and/or exclusively controlled by MRSS members;

"MRSS members" mean the owners and/or exclusive licensors of Music Recordings who are authorizing members of Music Rights (Singapore) Public Limited. A list of MRSS members is available at www.mrss.com.sg;

"Public Performance" means causing the Music Recordings to be seen or heard in public by any means whatsoever, irrespective of whether the Music Recordings, is used directly or indirectly.

"Reproduction for Public Performance" means the reproduction of digital copies of the Music Recordings from a legitimate source for the sole purpose of Public Performance in Singapore during the licence period;

2. MRSS is authorized to negotiate and grant licences for the Public Performance and/or Reproduction of the Music Recordings, on behalf of MRSS members.

3. On receipt of the Applicant's duly completed Licence Application Form which represents Applicant's EXPRESS OFFER to obtain a copyright licence for the Music Recordings ("Licence") from MRSS, MRSS shall have the discretion to accept the Applicant's offer and grant the Applicant a non-exclusive Copyright Licence for the Public Performance and/or Reproduction of the Music Recordings strictly for Public Performance at the Applicant's premises, subject to all the General Terms and Conditions hereof and Terms and Conditions (applicable to Karaoke and Music Video only) in MRSS's Website.

4. The Licence is granted based on the information supplied by the Applicant. In the event that such information is inaccurate or incomplete, MRSS reserves the right to revoke the Licence.

5. This Licence shall be deemed to have commenced on the day indicated on the Licence Application Form which the Applicant's music usage at its premises commenced, except where stated otherwise in writing by MRSS. Save where otherwise agreed to in writing by MRSS, the Licence shall be deemed to remain in force for a period of twelve (12) months from the date of commencement of music and will be renewed automatically unless otherwise agreed to in writing by MRSS

6. MRSS will notify the Applicant as to the fee due in respect of the Licence. The fee is payable by the Applicant in full and in advance within seven (7) days from the date of MRSS's invoice and will be based on MRSS's published Tariffs as contained in MRSS's Standard Tariff, a copy of which has been given to the Applicant. If MRSS fails to receive payment from the Applicant within seven (7) days from the date payable, MRSS reserves the right to charge a penalty fee at the rate of one percent (1%) per month for any unpaid amounts from the date of non-payment to date of full settlement.

7. MRSS reserves the right to vary the licence fee payable by the Applicant in the event of any material change in the way the Music Recordings, are used by the Applicant at the Applicant's business. The Applicant undertakes to notify MRSS in writing with supporting documents of any material change in the Applicant's business operations including any change or addition of business premises/address within seven (7) days of such changes occurring.

8. MRSS by its duly authorised employees or officers shall have the right of free entry into the Applicant's premises during the Applicant's business hours for the purpose of verifying the information and details which the Applicant had provided and by which the licence fee is calculated.

9. This Licence shall not be assigned or otherwise transferred in whole or in part. This Licence does not permit the Applicant to edit, reproduce, re-mix, re-record or alter any of the Music Recordings for any purpose whatsoever.

10. In the event that any music/sound system or equipment supplier commercially rents to the Applicant the Music Recordings for the purpose of Public Performance and/or Reproduction at the Applicant's premises, and the said supplier is not licenced to do so by MRSS, the Applicant shall be liable for the relevant commercial licence fee as contained in MRSS's Standard Tariff.

11. MRSS may terminate this Licence forthwith upon the occurrence of any breach by the Applicant of any of the General Terms and Conditions hereof and Terms and Conditions (applicable for Karaoke and Music Video) in MRSS's Website. Any termination of the Licence shall be without prejudice to any of MRSS's rights that may have accrued up to date of the termination, and no part of the licence fee paid will be refunded to the Applicant.

12. The Applicant warrants, agrees and undertakes to MRSS to provide an accurate list of the Music Recordings reproduced as per the Licence and such other reasonable details as may be required, within 14 days from MRSS's request.

13. The Applicant authorises MRSS to disclose information regarding the Applicant which may be limited to the information as provided under this Licence Agreement to any third party, including, without limitation, MRSS's employees, agents, directors, solicitors, auditors and credit reporting agency, for purposes of Licensing management and the recovery of any arrears of licence fees. The Applicant hereby consents to the disclosure of its information (in compliance with the Personal Data Protection Act) in such circumstances as mentioned in this paragraph.

14. The Applicant shall bear the cost of all duties, levies and/or taxes.

15. The Applicant undertakes to pay all legal expenses and/or cost incurred by MRSS in relation to the recovery of any licence fee due and owing under this Licence Agreement.

16. The Applicant shall permanently delete all its copies of the Music Recordings reproduced under the Licence upon termination of the Licence by MRSS and submit a Declaration within seven (7) days confirming such deletion.

17. The Applicant agrees to accept all the General Terms and Conditions in MRSS's Website hereof.

18. This Licence is governed by Singapore law, and any dispute controversy or claim arising out of or relating to this Licence or the breach of invalidity thereof, shall be resolved by the Copyright Tribunal of Singapore. A person or entity which is not a party to the Licence shall have no right under the Contracts (Rights of Third Parties) Act to Cap 53B to enforce any provisions of this Licence.

TERMS AND CONDITIONS OF LICENCE APPLICATION FORM

(applicable to Karaoke and Music Videos only)

1. The following expressions shall have the following meanings unless the context otherwise requires, and words importing the singular number shall include the plural number and vice versa: -
 - a) 'Authorised Copy' shall mean a copy of any Music Video or Karaoke comprised in the Repertoire released by the Singapore copyright owner thereof or its authorised licensee in Singapore for the specific purpose of causing of the cinematograph film therein comprised, insofar as it consists of visual images, to be seen in public upon the acquisition of a valid and subsisting licence therefor on the terms set forth herein;
 - b) 'cinematograph film', 'sound recording' and 'record' and other defined terms shall have the meanings ascribed to them in the Singapore Copyright Act 2021;
 - c) 'Karaoke' means any karaoke visual images or cinematograph film comprised in the Repertoire and in which the copyright in Singapore is owned by and/or exclusively licenced and controlled by a Scheduled Record Company;
 - d) 'Music Video' means a cinematograph film comprised in the Repertoire which has as its principal feature the performance or representation of a musical work or works or sound recording and in which cinematograph film the copyright in Singapore is owned and/or exclusively licenced and controlled by a Scheduled Record Company;
 - e) 'performance' means any mode of visual presentation, whether the presentation is by the operation of exhibition of a cinematograph film or by any other means;
 - f) 'Scheduled Record Company' means, at any given time, a company identified in a list maintained by MRSS for the purposes of this Licence (set forth indicatively below), which list may be amended from time to time by MRSS, and the prevailing version of which may be inspected at MRSS' office by prior appointment in accordance with this Licence and on MRSS' website;
 - g) 'Repertoire' means, at any given time, and save as excluded in accordance with this Agreement, the Music Videos and Karaoke released under then prevailing list of Labels to which this Licence extends, as may be designated or amended by MRSS from time to time in accordance with this Agreement;
 - h) 'Label' means a label under which the Music Videos and Karaoke comprised in the Repertoire are released by the relevant Scheduled Record Company;
 - i) 'Licence' refers to the licence granted by MRSS in accordance with these Terms & Conditions, and 'Applicant' shall refer to the person or entity named as such on the front of this form seeking the Licence.
2. MRSS is authorised to negotiate and grant licences for the public performance of the Music Videos and Karaoke on behalf of the Scheduled Record Companies.
3. The fee for the grant of the Licence ("the Fee") shall be determined by MRSS in accordance with such criteria and tariffs as MRSS may from time to time prescribe, including without limitation, the type of business, total floor area, number of floors occupied, and total seating capacity of the premises to which this Licence is to apply. Applicant represents and warrants on a continuing basis that the information supplied in its application form for this Licence is true and correct throughout the term of any Licence granted, and will immediately notify MRSS in the event of any change in respect thereof. Applicant undertakes to pay to MRSS upon demand by MRSS any comm Fee due on account of such change. All Fees are due and payable by Applicant in full, in advance, and within seven (7) days from the date of MRSS' written notice or invoice. Applicant shall not under any circumstances be entitled to any refund of any part of the Fee (including, without limitation, upon the termination of this Licence prior to its expiry for any reason whatsoever, the cessation of Applicant's business, relinquishment of this Licence, or the removal of any Scheduled Record Company or any Music Video or Karaoke from the Repertoire). MRSS shall have the right to charge a penalty fee for late payment at the rate of one percent (1%) per month on all outstanding amounts owing and due commencing from the date on which such amount was due. Applicant agrees and understands that its application for a licence is subject to approval by MRSS at its absolute discretion.
4. Upon receipt by MRSS of the Fee requested by MRSS in full, MRSS shall issue the Licence to the Applicant (hereafter the "Licensee") which shall be subject to the Terms & Conditions set forth herein. The Licence shall commence on date stated as the "Date of Issue of Licence" and shall terminate on the date stated as the "Date of Expiry of Licence", both as set forth on the front of this Licence.
5.
 - a. Subject to the due and timely performance by Licensee of all of its obligations herein, upon receipt of the Licence as issued by MRSS, Licensee shall, for the duration of the Licence but subject always to these Terms & Conditions, be granted the non-exclusive right to cause the Music Videos and/or Karaoke comprised in the Repertoire to be seen in public within the location designated on the front of this application form ("Location"), provided always that an Authorised Copy of the Music Videos and/or Karaoke is used for such exhibition. All rights comprised in the copyright to the Music Videos and/or Karaoke and/or other subject matter comprised therein and not expressly licenced hereunder are expressly reserved. In particular, Licensee undertakes that it will not reproduce, adapt, edit, remix, re-record or alter in any way including overdub the sounds or images comprised in any Music Video, Karaoke or Authorised Copy thereof. For the avoidance of doubt, this Licence does not authorise Licensee's reproduction or use or operation of any computerised entertainment system enabling rapid or on-demand retrieval and/or public performance of the Music Videos and/or Karaoke (including in particular but without limitation, any "Karaoke on Demand" systems) (all referred to collectively hereafter as "KOD Systems"), nor does it constitute the grant of any licence in connection with the doing of any act comprised in the copyright to any musical, literary or other original works embodied in the Music Videos and/or Karaoke Licensee undertakes to inform itself of and obtain at its own cost such further or other licences necessary for the doing of any such acts in relation to the said works, or in the event Licensee wishes to operate any such system in connection with the Music Videos and/or Karaoke
 - b. It shall be a continuing condition of this Licence that the Licensee undertakes and agrees throughout the term of the Licence (i) not to engage in, authorise or permit the public performance of pirated, counterfeit or bootleg sound recordings, karaoke or music videos on the premises licenced herein (the "Licenced Premises"); (ii) not to authorise, permit or encourage the distribution and/or sale of pirate, counterfeit or bootleg sound recordings, karaoke or music videos on the Licenced Premises; (iii) not to make or to authorise, permit or encourage any other person to make any unauthorised copy of any sound recordings, karaoke or music videos on the Licenced Premises; and (iv) not to operate any KOD Systems without first having obtained suitable licences therefor. Where MRSS has a reasonable belief that any of Applicant's obligations pursuant to the Terms & Conditions have been breached, the Applicant shall permit inspection of all premises and business records and permit the taking of copies thereof, and provide assistance in any investigation
6. MRSS may from time to time and in its sole and absolute discretion by notice to Licensee exclude one or more music videos and/or karaoke from the Repertoire, and in such event, Licensee shall at its own cost immediately cease all public performance of the same. Licensee shall not in connection with any such exclusion be entitled to a refund of any part of the Fee. The full list of the Labels to which this Licence extends as well as music videos and karaoke excluded from the Repertoire at any given time shall be the respective current versions thereof as maintained by MRSS at its registered office and on MRSS' website, which lists MRSS shall have the right to amend from time to time, and may be inspected at MRSS' office upon request.
7. This Licence shall be produced on demand and Licensee shall also at all times display the Licence Certificate provided by MRSS prominently at the Location. This Licence is personal to Licensee and non-transferable, and may not be assigned or otherwise transferred in whole or in part to any third party. Any purported assignment or transfer of this Licence shall be void, and shall automatically terminate this Licence.
8. Notwithstanding anything in this Licence, to the maximum extent permitted by law, MRSS' liability to Licensee, if any, in connection with any loss, claim or damage arising under or in connection with this Licence or the exercise of the rights granted hereunder shall be limited, in aggregate, to a sum equivalent to the Fee actually paid by Licensee to MRSS for the current term of this Licence, provided always that MRSS shall not be liable for any loss, claim or damage Licensee may suffer in connection with any loss of data, loss of profits, loss of goodwill, loss of business or business opportunity, or indirect losses or consequential damages of any kind, regardless of the cause thereof, including but not limited to the negligence of MRSS, and even if it has been advised of the possibility of such damages.
9. MRSS shall have the right to immediately terminate this Licence by written notice upon any breach by Licensee of the terms or conditions as set out herein, or otherwise upon seven (7) days' prior written notice to Licensee.
10. Any termination of the Licence:
 - i) shall be without prejudice to the rights of MRSS and/or the copyright owner which may have accrued up to the date of termination;
 - ii) shall entitle MRSS to retain any monies or the Fees paid and no part thereof shall be returnable.
11. This Licence is governed by Singapore law, and any dispute controversy or claim arising out of or relating to this Licence or the breach of invalidity thereof, shall be resolved by the Copyright Tribunal of Singapore. A person or entity which is not a party to the Licence shall have no right under the Contracts (Rights of Third Parties) Act to Cap 53B to enforce any provisions of this Agreement.
12. The Applicant agrees to accept all the Terms and Conditions (applicable to Karaoke and Music Videos only) in MRSS's Website hereof.