

TERMS AND CONDITIONS

IN SUMMARY

You get an original song with lyrics sung by NIIC the Singing Dog

You can get a refund up to 5 days after payment

You can make any last-minute requests up to 5 days after payment

Your song will take 21 days to make

We keep the lyrics and content "PG" (or implicit)

You get your song once we have received full payment

If you don't like something about the song, we offer one chance to change it

NIIC the Singing Dog owns all rights to the music, lyrics, the recording; neither

NIIC nor the Collaborator may sell the song

You can show off the song we make for you, so long as you credit NIIC, and so

long as it is not-for-sale, royalty-free, and/or not-for-profit

We can show off the song we make for you, as long as we credit you

Ask us any questions! We will stay in contact with you throughout our time

making your song

THE LONG VERSION

In order to ensure the best possible experience for the Commissioner and NIIC, please be aware of our policies. Once a payment from the commissioner has been received, these policies are in full effect unless otherwise stated in writing.

By sending a payment to NIIC the Singing Dog, you agree to our terms and conditions stated here-within:

1. YOUR COMMISSION

Your song will contain both music & lyrics, with a duration of approximately three (3) minutes in length. In regards to the lyrics: there is no required word amount or required amount of verses, choruses, et cetera; the length of such will be at Kyle McCarthy's (dba. NIIC or NIIC the Singing Dog's) discretion for artistic purposes. While we encourage your input and constructive feedback, NIIC reserves the final decision if any compromise or request to modify cannot be reached (although we will make every effort possible to reach an agreement beforehand); in addition, all final musical and lyrical choices are at the discretion of NIIC unless otherwise stated in writing. Twenty-one (21) days after your full payment, we will deliver your commissioned song to you electronically in "mp3" format with lyrics to the song. We may deliver the song or lyrics to you in a different format if feasible and if requested by the commissioner. If you paid for your commission in multiple payments, we will deliver your product electronically once the full amount of your order has been paid.

2. THE FINAL PRODUCT

The final product you will receive will be (via electronic delivery): a mastered recording of your song in mp3 format, and the lyrics of your song. Any additional requests (format change, physical copy, sheet music, etc) must be approved by NIIC, and may be an additional charge. Any additional requests that are approved may require additional time than the original twenty-one (21) days of the song commission.

3. YOUR PAYMENTS DETERMINE THE START & END OF THE COMMISSION

We will not begin the song commission until at least one payment has been received in an amount no less than \$50.00. If you choose to submit your payment in multiple installments, the completed song will not be delivered to you electronically until we have received the total amount of your commission.

4. NIIC'S DEADLINES

Once the commissioner's payment (or the first of multiple payments) has been received, Kyle McCarthy (dba. NIIC the Singing Dog) will have twenty-one (21) days to complete the song you have requested. The specifics of this song will be included in our Song Commission Form we will send to you following payment (or the first payment). The song commissioner has 5 days from the first (or only) payment to dispute any information listed in the details of the Song Commission Agreement, and may request a refund without dispute no later than five (5) days after the first (or only) payment has been received. We will make every attempt possible to rectify any disputes with the details of your song commission. Any refund will cease and cancel the pertaining song commission, and a new payment will be required to reinstate a cancelled commission.

5. REQUEST DEADLINES

Once a first (or complete) payment has been made, NIIC will only accept additional requests no more than five (5) days after the first (or complete) payment has been received. These additional requests may require an supplementary charge. We will be happy to discuss any requests with you and make every effort to find a resolution. Any additional requests made after five (5) days of payment may not be accepted or may require an additional charge.

6. NIIC RESERVES ARTISTIC LIBERTY/NOT FOR RESALE

In regards to the lyrics of your song commission: Kyle McCarthy (dba. NIIC the Singing Dog) reserves the right of artistic liberty. NIIC reserves the right to deny or refuse the use of any words, phrases, or references that he deems uncomfortable, unfit, inappropriate, or under copyright infringement. We will make every effort possible to reach a compromise toward any creative dispute, but in the event that a compromise cannot be reach, NIIC reserves the right of final decision. NIIC Song Commissions may not be used to commission covers of already-published works, or works that the commissioner or NIIC do not retain the rights to. It is possible to commission NIIC to cover a previously made song that you own the rights to. In this instance, NIIC will retain only the rights of the recording he produces for the song commission. All rules of distributing, showcasing, and selling are identical to our standard song commissions: the commissioner has the right to showcase the finished product publicly, whether digitally or physically, so long as such means are not-for-profit and if the commissioner credits the artist of the song as "NIIC" or "NIIC the Singing Dog." The finished product - music, lyrics, and/or recording - may not be for sale by the song commissioner. While NIIC reserves the right to showcase the product for exhibitivie purposes, NIIC the Singing Dog may not sell recordings/sheet music of the finished product (digital or physical) or place any of its alternative versions for sale, and may not publish the finished product on future discographies/collection of works, without your prior written consent.

7. ONE REQUEST TO MODIFY

At 21 days the latest, your song commission will be completed and electronically sent to you. If there are any changes or alterations you would like to make to your song commission at that time, you may request to modify with NIIC. We will discuss any request to modify with you, and if your request is feasible we will approve and modify your song commission and send you a second final "mp3" and lyrics electronically. We will only accept one request to modify per song commission, and NIIC will have an additional seven (7) days after the day of your request's approval to complete and deliver the final product. An acceptable request must be comprised of one of several modifications, which are specific and comprehensive, and request minor alterations to the structure of the song. Requests to change a majority of the song or components of its basic structure (key, genre, tempo, rhythmic articulations) may not be accepted. We cannot guarantee a request to modify will be approved, but we will make every effort to discuss and reach a compromise with you. If a compromise cannot be reached, NIIC reserves the right to maintain your song under his artistic liberties.

8. NIIC MUST REMAIN IN CONTACT WITH THE COMMISSIONER

Kyle McCarthy, or another associate at NIIC the Singing Dog, will remain in frequent contact with you over the course of the song commission. In the event that you reach out to us via e-mail with a question or concern, any lack of response from NIIC the Singing Dog after seven (7) days is a breach of agreement. Likewise, in the event that we reach out to you via e-mail or other mediums with a question or concern, any lack of response from the song commissioner after fourteen (14) days is a breach of agreement, and we

may move forward with your commission and resolve the conflict without your consent, or suspend and cancel your commission with no refund; we will make every effort possible to contact you beforehand.

9. REFUND POLICY

We will refund you in the amount of your payment(s) that has already been processed only if you request a refund within five (5) days after the first payment. If you request such a refund within the five (5) days after your first payment has been submitted, we will refund you for the total amount of payments you have submitted and we will cease and cancel your song commission. Five days after your first payment has been received, we will not refund you for the first or any other payments for the song commission. If you are denied a refund due to a request five (5) days after your payment, we are still required to complete the song commission that you requested at the time of the first payment.

10. COMPOSER/PUBLISHER RIGHTS AND RIGHTS OF SALE

Division of Composer & Publisher rights are determined on a case-by-case basis, and vary by each song commission. The division of the Composer & Publisher rights of your particular product may be viewed on the first page of this Commission Agreement. Typically in the case of Original Song Commissions that you request NIIC to create independently, NIIC will reserve full credit of the song as well as full Composer & Publisher rights; the Commissioner will be credited as the commissioner of the song. Typically in the case of Collaborative Commissions, the Collaborator will own a percentage of credit with NIIC as well as a percentage of the Composer's rights (these are credit purposes only, and do not enable right of sale); NIIC will reserve the full Publisher's rights.

Without additional release/licensing authorized by NIIC the Singing Dog, or without any other proof of NIIC's written consent, you may not sell recordings or sheet music of the finished product. The commissioner, however, may distribute the commission song via free (non-monetary) download and any other form of nonprofit distribution. NIIC may also distribute the commission song via free (non-monetary) download and any other form of nonprofit distribution.

If you have commissioned NIIC to cover a song that you own, he will only retain the rights to the recording that he delivers to you, and has no rights to the original music and lyrics that you own. NIIC does retain the rights for any new lyrics that the commissioner has requested NIIC to write. We will not accept any commission requests to cover songs which contain rights not owned by the commissioner. For all song commissions, the commissioner has the right to showcase the finished product publicly, whether digitally or physically, so long as such means are not-for-profit and if the commissioner credits "NIIC" or "NIIC the Singing Dog." The finished product - music, lyrics, and/or recording - may not be for sale by the song commissioner, without NIIC's prior written consent. If you use websites and third parties that enable advertising on uploaded content in exchange for monetary compensation, you must disable these functions when pertaining to the finalized product. NIIC the Singing Dog may not sell recordings or sheet music of the finished product without your prior written consent. NIIC does reserve the right to showcase works-in-progress of your commission as well as the final product of your commission, in either digital or physical mediums, for exhibition purposes. NIIC may showcase the finished product on websites and third parties that enable advertising on uploaded content in exchange for monetary compensation. If it is preferred, we may keep your song commission confidential and unannounced, but only with explicit written consent from the commissioner.

Your purchase of this commission grants you the right to oversee the exploitation of the final product. While we reserve the right to showcase the product for exhibitive purposes, NIIC the Singing Dog may not sell recordings/sheet music of the finished product (digital or physical) or place any of its

alternative versions for sale, and may not publish the finished product on future discographies/collection of works, without your prior written consent. However, in regards to showcasing, NIIC may showcase any version or altered versions of the commission as he sees fit. The commissioner is allowed to showcase any version or altered versions of the commission as well. Furthermore, NIIC is allowed the right to not showcase the finalized product at all if he does not wish to.

11. COMMISSION COMPLETION AND PROTECTION

Completion of the song commission is defined as: NIIC has digitally delivered the finished product of the song to the commissioner, and one of the following - (1.) NIIC has received written approval from the commissioner signifying the commission's completion, or (2.) the commissioner's one-time right to feasibly Request to Modify has been used and fulfilled, or (3.) NIIC can make no more feasible modifications/corrections to the song commission. The "completion" of a commission is apart from whether the total balance of the commission has been payed to NIIC; completion of the song commission only dictates NIIC to digitally deliver the finished product to the commissioner once the full balance of the commission has been payed and processed. Once the commission has been completed and the process is finished, neither NIIC nor the commissioner may modify, add or omit any of the song's components without prior written consent from the other participant(s) involved with the commission. To emphasize: any requests for modification or correction must be stated before the full completion of the collaboration. NIIC the Singing Dog may not change any component of the finished product unless specifically addressed by NIIC during the process of the collaboration. No alterations will be possible after the finished product has been completed, unless approved in writing by all participants. While we encourage a healthy and balanced collaboration process, NIIC reserves the right of final decision if any compromise cannot be reached (although we will make every effort possible to reach an agreement beforehand). The finalized product may not be reproduced, covered, or remixed, and there may be no derivative works based on the finalized without, without prior written consent from both NIIC and the Collaborator. However, in regards to showcasing, NIIC may showcase any version or altered versions of the commission as he sees fit. The commissioner is allowed to showcase any version or altered versions of the commission as well. Public showcasing of any version of the song commission will signify that the song commission has reached the "completion" stage, and NIIC may reserve the right to cease any further progress of the song. Any "premature showcasing" (approved showcasing of the song or works-in-progress of the song before completion) must be authorized in writing by both parties: both NIIC and the commissioner. If a "premature showcasing" has been approved in writing, this will signify that the commission is not in the completion stage and does not give NIIC the right to cease the progress of the song.

End of Terms & Conditions.



Kyle McCarthy

NIIC the Singing Dog™

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