

KARAOKE / MUSIC VIDEOS - TERMS AND CONDITIONS OF LICENCE AGREEMENT ("T&Cs")

1. In this Licence, the following expressions shall have the following meanings:
 - a. "Applicant" means the person or entity named in a duly completed application form submitted to MRSS, and upon and from the date on which MRSS enters into the Licence with such person or entity, means such person or entity in its capacity as a licensee for the purposes of the Licence;
 - b. "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 made for the specific purpose of causing the film therein comprised, insofar as it: (i) consists of visual images, to be seen in public; and (ii) consists of sounds, to be heard in public, upon the acquisition of a valid and subsisting licence therefor on the terms set forth herein;
 - c. "Film" shall have the meaning ascribed to it under the Copyright Act 2021 ("Copyright Act");
 - d. "Licence" means the agreement entered into between MRSS and the Applicant in accordance with Clause 3, including these T&Cs;
 - e. "Licence Certificate" means the certificate issued by MRSS to the Applicant in accordance with Clause 3;
 - f. "Music Video" or "Karaoke" means a Film which: (i) has as its principal feature the visual and aural presentation of a musical work; (ii) is comprised in the Repertoire; and (iii) in which the copyright in Singapore is owned and/or exclusively controlled by MRSS members;
 - g. "MRSS members" means the owners and/or exclusive licensors of Music Videos and/or Karaoke who are authorising members of Music Rights (Singapore) Public Limited. A list of MRSS members is available at www.mrss.com.sg;
 - h. "Label" means a label under which Music Videos and Karaoke comprised in the Repertoire are released by the relevant MRSS member;
 - i. "Licensed Premises" means the location(s) designated in the application form;
 - j. "Licence Fee" means the fee for the copyright licence granted under this Licence; and
 - k. "Repertoire" means, at any given time, and save as excluded in accordance with this Licence, the Music Videos and Karaoke released under the 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 Licence.
2. MRSS is authorised to negotiate and grant licences for: (a) the visual images of the Music Videos and/or Karaoke to be seen in public; and (b) the sounds of the Music Videos and/or Karaoke to be heard in public, on behalf of MRSS members.
3. On receipt of the Applicant's duly completed application form (which represents the Applicant's express offer to obtain a copyright licence for the Music Videos and/or Karaoke 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 reproduction of the Karaoke and/or Music Videos strictly for public performance at the Licensed Premises, on the terms herein. The Applicant agrees and understands that its application for a licence is subject to approval by MRSS at its absolute discretion. Upon acceptance by MRSS, MRSS and the Applicant shall enter into the Licence. Upon execution of the Licence and the receipt by MRSS of the Licence Fee requested by MRSS in full, MRSS:
 - a. shall issue a Licence Certificate to the Applicant at the email address provided to MRSS; and
 - b. with effect from the Licence Commencement Date stated on the Licence Certificate, subject to the due and timely performance by the Applicant of all of its obligations herein, MRSS hereby grants the Applicant the non-exclusive licence to: (i) make Authorised Copies of the Music Videos and/or Karaoke; (ii) cause the visual images of the Music Videos and/or Karaoke to be seen in public within the Licensed Premises, provided always that an Authorised Copy of the Music Videos and/or Karaoke is used; and (iii) cause any sounds of the Music Videos and/or Karaoke to be heard in public within the Licensed Premises, provided always that an Authorised Copy of the Music Videos and/or Karaoke is used.

All rights comprised in the copyright to the Music Videos and/or Karaoke and/or other subject matter comprised therein and not expressly licensed hereunder are expressly reserved. In particular, save as expressly provided under this clause, the Applicant undertakes that it will not make a copy of, adapt, edit, remix, re-record or alter in any way including overdub the sounds or visual images comprised in any Music Video, Karaoke or Authorised Copy thereof. For the avoidance of doubt, this Licence does not extend to the Applicant's use or operation of any computerised entertainment system enabling rapid or on-demand retrieval and/or the causing of the visual images of the Music Videos and/or Karaoke to be seen in public or any sounds thereof to be heard in public (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 authorial works embodied in the Music Videos and/or Karaoke, or the communication of any Music Videos and/or Karaoke to the public. The Applicant 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 the Applicant wishes to operate any such system in connection with the Music Videos and/or Karaoke.
4. The Licence is entered into based on the information supplied by the Applicant. In the event that such information is inaccurate or incomplete, MRSS reserves the right to terminate the Licence.
5. This Licence shall be deemed to have commenced on the day on which the Applicant requested the Licence to commence, except where stated otherwise in writing by MRSS ("**Licence Commencement Date**"). 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 Licence Commencement Date and will be renewed automatically.
6. MRSS will notify the Applicant as to the Licence Fee due in respect of the Licence. The Licence Fee is payable by the Applicant in full and within seven (7) days from the date of MRSS's invoice, or such other time period as may be stated in the invoice, and will be based on: (a) MRSS's published tariffs as contained in MRSS's Standard Tariff, a copy of which has been given to the Applicant; and (b) such criteria 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 Licensed Premises. If MRSS fails to receive payment from the Applicant by the applicable deadline, MRSS reserves the right to charge a late payment fee at the rate of one percent (1%) per month for any unpaid amounts from the date of non-payment to the 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 Videos and/or Karaoke are used by the Applicant at the Applicant's business, and the Applicant undertakes to pay to MRSS upon demand by MRSS any additional Licence Fee due on account of such change. The 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 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 Licensed Premises within fourteen (14) days of such changes occurring. The Applicant shall not under any circumstances be entitled to any refund of any part of the Licence Fee (including, without limitation, upon the termination of this Licence prior to its expiry for any reason whatsoever, the cessation of the Applicant's business, the relinquishment of the Licence Certificate, or the removal of any MRSS member or any Music Video or Karaoke from the Repertoire).
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 is non-transferable, and shall 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.
10. It shall be a continuing condition of this Licence that the Applicant undertakes and agrees throughout the term of the Licence (i) not to authorise or permit unauthorised copies of Karaoke or Music Videos on the Licensed Premises; (ii) not to authorise, permit or encourage the distribution and/or sale of unauthorised copies of Karaoke or Music Videos on the Licensed Premises; (iii) not to make or to authorise, permit or encourage any other person to make any unauthorised copy of any Karaoke or Music Videos on the Licensed 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 the Applicant's obligations pursuant to these T&Cs 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.

11. This Licence shall be produced on demand and the Applicant shall also at all times display the Licence Certificate provided by MRSS prominently at the Licensed Premises.
12. MRSS may from time to time update the Repertoire. The Applicant shall not be entitled to a refund of any part of the Licence Fee in connection therewith. Further information on the Repertoire is available on MRSS's website.
13. Notwithstanding anything in this Licence, to the maximum extent permitted by law, MRSS's liability to the Applicant, 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 Licence Fee actually paid by the Applicant to MRSS for the current term of this Licence, provided always that MRSS shall not be liable for any loss, claim or damage the Applicant 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.
14. MRSS shall have the right to terminate this Licence without cause upon seven (7) days' prior written notice to the Applicant. Upon termination of the Licence, the copyright licence under this Licence shall cease to have effect.
15. Any termination of the Licence:
 - a. shall be without prejudice to the rights of MRSS and/or the copyright owner which may have accrued up to the date of termination;
 - b. shall entitle MRSS to retain any monies or the Licence Fee paid, and no part thereof shall be returnable.
16. The Applicant warrants, agrees and undertakes to MRSS to provide an accurate list of the Music Videos and/or Karaoke used as per the Licence and such other reasonable details as may be required, within fourteen (14) days from MRSS's request.
17. The Applicant authorises MRSS to collect, use, disclose and/or process information regarding the Applicant, which includes the information as provided under this Licence 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 the Licence Fee. The Applicant hereby consents to the collection, use, disclosure and/or processing of its personal data (in compliance with the Personal Data Protection Act 2012) in such circumstances as mentioned in this paragraph.
18. The Applicant shall bear the cost of all duties, levies and/or taxes.
19. The Applicant undertakes to pay all legal expenses and/or costs incurred by MRSS in relation to the recovery of any Licence Fee due and owing under this Licence.
20. The Applicant shall permanently delete all its copies of the Music Videos and/or Karaoke copied under the Licence upon expiry or termination of the Licence and submit a declaration within fourteen (14) days confirming such deletion.
21. The Applicant agrees to accept these T&Cs.
22. This Licence is governed by Singapore law. A person or entity which is not a party to the Licence shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provisions of this Licence. Any dispute, controversy or difference arising out of or in connection with the Licence shall be subject to the exclusive jurisdiction of the courts of Singapore, save that disputes concerning the reasonableness of tariffs, and such other subject matter that the Copyright Tribunal established under the Copyright Act has jurisdiction to hear pursuant to the Copyright Act, shall be referred to the Copyright Tribunal.