

WORSHIPcast Streaming License (Terms & Conditions)

The WORSHIPcast Streaming License (“License”) by Christian Copyright Solutions (“CCS”) opens the door to the millions of songs in the extensive catalogs of ASCAP, BMI and SESAC, each a Performing Rights Organization (“PRO”) and permits your church to **stream** or **retransmit** live or recorded **performances** of **participating songs** from your **authorized content platform** to your chosen recipients.

The following **Rights** and **Limitations** govern your use of the License and will assist you in understanding and using the License properly.

Rights

Definitions

- **Authorized Content Platform** means the communications devices that are owned or controlled by the church and approved by each PRO prior to License activation, including:
 - an Internet website (including its associated pages and subdomains),
 - mobile devices, and
 - software applications
- **Note:** *Your license covers Participating Songs when transmitted through embedded players (e.g. YouTube and similar services) but such services may not serve as your authorized content platform.*
- **Performance** means streaming, retransmitting, or broadcasting live or recorded performances of authorized songs to your end user recipients in different locations.
- **Participating Songs** means the songs under the control of one or more PRO at the time of a performance.
- **Stream** or **Retransmit** means the transmission of audio and video files over the Internet to your end user recipient.

Provisions

- **Breadth of Uses.** The License covers the streaming and retransmitting of song performances occurring in a wide variety of church events, including worship services, concerts, special events, visiting guests and similar venues, provided that:
 - The end user recipient may not download, copy, or retain the transmission.
 - It is provided free-to-the-user. For purposes of clarity:
 - Your church, and any third-party service you use to provide end user access to the performance of participating songs may not generate advertising revenue and may not charge an access fee or generate revenues from the end user in any manner, however;
 - You are permitted to generate revenue through your authorized content platform for non-license activities such as merchandise sales, online tithing, and donations.
- **Content Platform Approval.** CCS and each PRO have the right to approve your proposed platform. Therefore, at the time of application, you are required to provide information about the platform you intend to use for streaming and retransmitting purposes.
- **Eligibility.** Qualified tax-exempt organizations which conduct religious services and maintain physical premises in the United States or its territories, are eligible.

- **License Fees.** There is a one-time activation fee and an annual license fee. The annual license fee is based on the average weekly attendance of your church as outlined on the CCS website. These fees are due and payable prior to the activation of your License, and the annual license fee is due immediately prior to each renewal period. Should the average weekly attendance of your church change, you shall notify CCS prior to each annual renewal.
- **Reserved Rights.** CCS and the PROs may modify the rights granted under this License at any time, with or without notice to you, and all rights not stated herein are reserved.
- **Reporting.** Activity reporting is required, and you shall complete the song reporting log located in your portal at the conclusion of each calendar quarter (and at other times if requested).
- **Song Validation.** Prior to streaming or retransmitting any song you must first validate that it is represented on at least one PRO website (song ownership changes from time to time and only songs that are controlled by a participating PRO may be used under the terms of this License).
- **Sound Recordings.** You may include in any public performance only those sound recordings that you own or control (see Limitations following).
- **Term.** This License shall commence on the activation date and continue for a period of one (1) year. Thereafter, subject to your pre-payment of the annual license fee, your license will automatically renew for successive one (1) year periods until canceled by either party.

Limitations

Under this License, you may not:

- Publicly perform pre-recorded (commercially or otherwise) music. You must first obtain consent from the copyright owner to publicly perform a sound recording.
- Publicly perform dramatico-musical works (examples include the performance of drama and music in a theatrical setting such as a play with music, operas, ballets, or similar productions which are not covered by this License).
- Transfer to or share your License with any other party.
- Utilize the License outside of the United States and its territories.
- Reproduce or distribute participating songs or exercise any other right that is reserved to the copyright owner or enable others to do so.
- Exceed 1,476,000 “sessions” during the term of your annual license. A session means each unique continuous period of access to the License service by an authorized end user. In such event you are required to inform CCS and an additional fee will be required.

Please be advised that:

- Failure to adhere to the License Rights and Limitations may result in loss of service or additional fees.
- Either party may terminate the License at any time upon notice to the other, provided that if you terminate this License you shall forfeit any activation fee and annual license fee already paid to CCS.
- Upon termination of the License by either party, all licensed content must be removed from your website, web pages, servers, and any third-party applications. For the avoidance of doubt, your church may no longer stream or retransmit participating songs and your authorized end user may not continue to access or receive such performances.
- Any changes to church contact information must be notified to CCS in a timely manner.
- This License is subject to the agreements between CCS and ASCAP, BMI, and SESAC, and CCS reserves the right to modify the terms of this License to conform to any such agreement.