

CENSORLY

TERMS OF SERVICE

Effective date: April 20, 2026

1. Agreement to Terms

These Terms of Service (the “Terms”) constitute a legally binding agreement between you, whether personally or on behalf of an entity (“you” or “user”), and [COMPANY NAME] (d/b/a Censorly) (“Censorly”, “we”, “us”, or “our”), governing your access to and use of the Censorly software, website, web application, APIs, and any related services (collectively, the “Service”). Our registered address is [MAILING ADDRESS].

BY ACCESSING OR USING THE SERVICE — INCLUDING BY UPLOADING AUDIO, CLICKING “PROCESS SONG,” OR SUBSCRIBING — YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND BY OUR PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE, YOU MUST NOT ACCESS OR USE THE SERVICE.

We may modify these Terms at any time by posting an updated version and updating the “Effective date” above. Material changes will be communicated by reasonable means, which may include email to the address on your account or an in-app notice. Your continued use of the Service after changes take effect constitutes your acceptance of the revised Terms.

The Service is operated from, and hosted in, the United States. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local law. The Service is not tailored to comply with industry-specific regulations such as HIPAA, FISMA, or GLBA; you must not use the Service in a manner that would subject us to such laws.

2. Eligibility

You must be at least 18 years old, or the age of majority in your jurisdiction, whichever is greater, to use the Service. By using the Service, you represent and warrant that: (a) all information you provide is accurate, current, and complete; (b) you have the legal capacity to enter into these Terms; (c) you are not a minor in the jurisdiction in which you reside; (d) you will not use the Service for any unlawful or unauthorized purpose; and (e) your use of the Service will not violate any applicable law or regulation. We may suspend or terminate your account at any time if we have reason to believe any of the foregoing representations is untrue.

3. Description of the Service

Censorly is an audio-processing tool that uses machine-learning models (including third-party libraries such as Demucs and Whisper) to detect and mute segments of user-supplied audio recordings, producing an edited copy. The Service is provided as a processing utility only. Censorly does not

supply, license, sell, or otherwise provide the musical works, sound recordings, or audio files that you upload to the Service.

Censorly is a tool, not a licensing service. Nothing provided by the Service grants you any right, title, or interest in or to any musical composition, sound recording, or other third-party content. You remain solely responsible for obtaining and maintaining all rights, licenses, clearances, and permissions necessary for your upload, processing, storage, distribution, performance, broadcast, or other use of any audio content you provide to or generate using the Service.

4. License Grant; Permitted Use

Subject to your continued compliance with these Terms and, where applicable, payment of all fees due, Censorly grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service, and to download and retain audio files that you generate using the Service (the “Output Files”), solely for the following purposes (collectively, the “Permitted Uses”):

- **Personal, non-commercial use**, including listening to Output Files on personal devices; and
- **Promotional use**, including use by DJs, radio programmers, broadcasters, content creators, and event performers, in contexts where such use does not itself constitute the direct sale of the Output File (e.g., DJ sets, terrestrial or internet radio broadcasts, nightclub and event play, podcast background and transitions, and social-media promotion), **provided in all cases that you hold or obtain all rights, licenses, and clearances required by the applicable rights holders and performing-rights organizations for the underlying musical compositions and sound recordings.**

Except as expressly permitted above, you may not use the Service or any Output File for any **commercial purpose**. Without limiting the generality of the foregoing, you may not: (a) sell, license, sublicense, rent, lease, or otherwise distribute Output Files for a fee; (b) include Output Files in any product, compilation, sample pack, or dataset offered for sale or license; (c) upload Output Files to any digital service provider (DSP), streaming platform, or storefront (including Spotify, Apple Music, YouTube Music, TIDAL, Amazon Music, SoundCloud Pro monetization, Bandcamp, or similar) unless you hold all necessary rights; (d) synchronize Output Files with audiovisual works for monetized distribution without appropriate sync licenses; or (e) use Output Files in any manner that would violate any agreement between you and a third party (including record labels, publishers, PROs, or distributors).

We reserve all rights in the Service not expressly granted to you in these Terms.

5. Your Content; Rights and Responsibilities

“User Content” means any audio recordings, files, metadata, or other materials that you upload, submit, or otherwise make available to the Service. You retain all ownership and other rights you held in your User Content before using the Service. Processing a file through Censorly does not transfer any ownership to us and does not create any new copyright, neighboring right, or other exclusive right in the Output File that you did not already possess in the underlying inputs.

You represent and warrant that, for every file you upload: (a) you own the User Content outright, or (b) you have obtained all rights, licenses, consents, releases, and permissions necessary to upload the User Content to the Service, to have it processed as contemplated by these Terms, and to use the resulting Output File for your intended purpose, including any applicable mechanical, synchronization,

master-use, public-performance, and derivative-work rights. You further represent and warrant that your use of the Service does not and will not infringe, misappropriate, or violate the intellectual property rights, privacy rights, publicity rights, or any other rights of any third party, or violate any applicable law.

You acknowledge that the Service creates a derivative work of your User Content (the Output File). You are solely responsible for ensuring that you are authorized to create, possess, and use such a derivative work. Creating a “radio edit” or “clean version” of a copyrighted work without authorization from the rights holder may constitute copyright infringement; Censorly does not and cannot grant such authorization.

To operate the Service, you grant us a limited, worldwide, royalty-free license to host, store, transmit, process, and otherwise use your User Content solely as necessary to provide the Service to you (for example, to run stem separation, transcription, and audio mixing, and to return the Output File to you). We do not claim ownership of your User Content, and we do not use your User Content to train machine-learning models without your affirmative, separately documented consent.

6. Promotional Use — Scope and Conditions

“Promotional use” under Section 4 is limited to contexts in which the Output File is used to promote, perform, or enhance an event, broadcast, or piece of content that you are otherwise authorized to stage, transmit, or create. Without limiting this, promotional use does not include, and the license in Section 4 does not authorize:

- Distributing Output Files as standalone downloads or streams, whether for free or for payment;
- Uploading Output Files to a DSP or storefront as the user’s own release or under another artist’s name;
- Selling mixtapes, compilations, sample packs, or stems derived from Output Files;
- Representing that Censorly, or its operators, have licensed, cleared, or endorsed any use of a third-party work;
- Any use that would be prohibited by your agreements with record labels, publishers, DSPs, PROs, or other counterparties.

You remain solely responsible for all public-performance, broadcast, and synchronization licenses applicable to your use (e.g., ASCAP, BMI, SESAC, SoundExchange, mechanical licenses, sync licenses). We do not act as your agent or licensee for any such purposes.

7. Prohibited Conduct

In addition to the restrictions in Sections 4 and 6, you agree not to:

- Use the Service in violation of any applicable law or regulation, including copyright and related laws of the United States and any other jurisdiction in which you or your audience are located;
- Upload User Content that you are not authorized to upload, or that infringes the intellectual property, privacy, or publicity rights of any third party;
- Access or attempt to access the Service through automated means (including bots, scrapers, or crawlers) or use the Service to build a competing product, model, or dataset;

- Circumvent, disable, or otherwise interfere with security, metering, or paywall features of the Service, including the free-tier processing limit and any rate limits;
- Share, resell, or otherwise make available your subscription credentials or magic-link tokens to any third party, or use another user’s credentials;
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying models of the Service, except to the extent such restriction is prohibited by applicable law;
- Upload or transmit malware, viruses, or any other code designed to disrupt or compromise the Service;
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity, including in connection with a refund, chargeback, or “restore purchase” request;
- Use the Service to process audio that contains content depicting or sexualizing minors, non-consensual sexual content, incitement to violence, or other unlawful content;
- Remove, alter, or obscure any copyright, trademark, or other proprietary rights notice contained in or on the Service or any Output File.

8. Fees, Subscriptions, and Free Tier

Free tier. Censorly currently offers a limited number of free song-processing operations per user or per browser, as described in the Service (the “Free Tier”). The Free Tier is provided as an evaluation and may be modified or discontinued at any time.

Subscription. Access beyond the Free Tier requires a paid subscription (a “Subscription”). Subscription fees are displayed in the Service at the time of purchase and are charged in U.S. dollars via our third-party payment processor (currently Stripe). By starting a Subscription, you authorize us, through our payment processor, to charge your chosen payment method on a recurring basis at the then-current rate until you cancel. You are responsible for keeping your billing information current.

Cancellation. You may cancel your Subscription at any time via the mechanism provided in the Service or by contacting us at info@censorly-edits.com. Cancellation takes effect at the end of the then-current billing period; you will retain access until that time. We do not provide pro-rata refunds for partial billing periods except where required by law.

Refunds. Except as required by applicable law, all fees are non-refundable. We may, in our sole discretion, issue refunds or credits in cases of clear billing error or service failure.

Taxes. Fees are exclusive of applicable taxes unless stated otherwise. You are responsible for all taxes associated with your Subscription other than taxes on our net income.

Price changes. We may change subscription prices prospectively. We will provide reasonable notice (typically at least 30 days) before any price change takes effect for existing subscribers. If you do not agree to a price change, you may cancel before the change takes effect.

Chargebacks. If you initiate a chargeback or payment reversal without first contacting us to resolve the issue, we may suspend or terminate your account and revoke any licenses granted under these Terms.

9. Accounts; Magic-Link Authentication

The Service uses email-based magic-link authentication. You are responsible for maintaining the security of the email account associated with your Subscription and for all activity that occurs under your Subscription. You agree to notify us promptly at info@censorly-edits.com if you suspect any unauthorized access to or use of your Subscription. We are not liable for any loss or damage arising from your failure to protect the email account used for authentication.

10. Our Intellectual Property

The Service, including all software, source code, models, designs, text, graphics, user interfaces, logos, trademarks, service marks, and trade dress (collectively, the “Censorly IP”), is owned by us or our licensors and is protected by U.S. and international intellectual property laws. Except for the limited license expressly granted in Section 4, nothing in these Terms transfers any Censorly IP to you. “Censorly” and related logos are our trademarks; you may not use them without our prior written consent.

11. Third-Party Components and Services

The Service incorporates or interoperates with third-party components, libraries, and services, including (without limitation) Demucs, OpenAI Whisper, PyTorch, FFmpeg, Gradio, FastAPI, Stripe (payment processing), and Resend (transactional email). Your use of such third-party components and services may be subject to their own terms, and we are not responsible for their availability, performance, or practices. Output Files may be produced using such third-party models; we make no representation or warranty regarding the accuracy, completeness, or suitability of those models for any particular purpose.

12. Copyright Complaints; DMCA

We respect the intellectual property rights of others and expect our users to do the same. If you believe that content processed through the Service infringes your copyright, please send a notice to our designated agent containing: (a) a physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the allegedly infringing material and information reasonably sufficient to permit us to locate it; (d) your contact information; (e) a statement that you have a good-faith belief that the use is not authorized; and (f) a statement, under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner.

Send notices to: [COPYRIGHT AGENT NAME], [COMPANY NAME], [MAILING ADDRESS], info@censorly-edits.com. We may terminate the accounts of users determined to be repeat infringers.

13. Disclaimers

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENSORLY AND ITS LICENSORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY, THE “CENSORLY PARTIES”) DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE CENSORLY PARTIES MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY OUTPUT FILE WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, THE CENSORLY PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL IDENTIFY OR MUTE ALL EXPLICIT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE CONTENT IN A GIVEN RECORDING. DETECTION IS PROBABILISTIC AND MAY PRODUCE FALSE POSITIVES OR FALSE NEGATIVES. YOU ARE SOLELY RESPONSIBLE FOR REVIEWING EACH OUTPUT FILE BEFORE ANY PUBLIC, BROADCAST, OR PROMOTIONAL USE.

THE CENSORLY PARTIES MAKE NO REPRESENTATION OR WARRANTY CONCERNING THE RIGHTS STATUS OF ANY USER CONTENT OR OUTPUT FILE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER YOUR UPLOAD, PROCESSING, AND INTENDED USE OF ANY AUDIO IS PERMITTED UNDER APPLICABLE COPYRIGHT AND RELATED LAWS AND UNDER ANY AGREEMENTS TO WHICH YOU ARE A PARTY.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE CENSORLY PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST GOODWILL, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE CENSORLY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL AGGREGATE LIABILITY OF THE CENSORLY PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID TO CENSORLY IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE CENSORLY PARTIES’ LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15. Indemnification

You agree to indemnify, defend, and hold harmless the Censorly Parties from and against any and all claims, demands, actions, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) your User Content; (b) your use of the Service or any Output File; (c) your breach of these Terms or any representation or warranty herein; (d) your violation of any applicable law or regulation; (e) your violation of any third-party right, including any intellectual

property, privacy, or publicity right; or (f) any claim by a rights holder, record label, publisher, performing-rights organization, distributor, or DSP relating to your use of an Output File. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims.

16. Suspension and Termination

We may suspend or terminate your access to the Service, in whole or in part, at any time and for any reason (including suspected violation of these Terms), with or without notice. You may stop using the Service at any time. Upon termination, your license to use the Service ends, but Sections 5 (User Content representations), 10 (Our Intellectual Property), 12–20, and any other provisions that by their nature should survive will survive. Termination does not relieve you of obligations accrued before termination, including payment obligations.

17. Governing Law

These Terms and any dispute arising out of or relating to them or the Service are governed by the laws of the State of California, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

18. Dispute Resolution; Binding Arbitration; Class Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

Informal resolution. Before initiating any formal dispute resolution, you agree to first contact us at info@censorly-edits.com and provide a brief written description of the dispute and your contact information. We will attempt in good faith to resolve the dispute informally for at least 30 days before either party may commence arbitration.

Binding arbitration. Except for disputes described in the “Exceptions” paragraph below, any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be finally settled by binding individual arbitration administered by JAMS under its then-current Streamlined Arbitration Rules and Procedures. The arbitration will be conducted in English by a single arbitrator. The seat of arbitration will be Los Angeles County, California, and may be conducted remotely by consent of the parties. Judgment on the arbitration award may be entered in any court having jurisdiction.

Class waiver. YOU AND CENSORLY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person’s claims and may not preside over any form of representative or class proceeding.

Exceptions. Either party may (a) bring an individual claim in small-claims court for disputes within that court’s jurisdiction, and (b) seek injunctive or other equitable relief in a court of competent

jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights or breach of confidentiality.

Opt-out. You may opt out of this arbitration agreement by sending written notice to info@censorly-edits.com within 30 days of first accepting these Terms, stating your name, the email used with your account, and an unambiguous statement that you decline to arbitrate. Opting out does not affect any other provision of these Terms.

Venue for non-arbitrable matters. For any dispute not subject to arbitration, the parties consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, and waive any objection based on lack of personal jurisdiction or forum non conveniens.

No claim, action, or proceeding arising out of or related to the Service may be brought by either party more than one (1) year after the cause of action accrued, except where prohibited by law.

19. General

Entire agreement. These Terms, together with our Privacy Policy and any additional terms posted in the Service, constitute the entire agreement between you and us concerning the Service and supersede all prior agreements or communications on that subject.

Severability. If any provision of these Terms is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions will remain in full force.

No waiver. Our failure to enforce any provision of these Terms is not a waiver of our right to enforce it later.

Assignment. You may not assign or transfer these Terms or any rights or obligations under them without our prior written consent; any purported assignment in violation of this clause is void. We may freely assign these Terms in connection with a merger, acquisition, reorganization, or sale of all or substantially all of our assets.

Force majeure. We are not liable for any failure or delay caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, strikes, internet or power outages, or third-party service failures.

Electronic communications. By using the Service, you consent to receive communications from us electronically (including via email or in-app notice), and you agree that such electronic communications satisfy any legal requirement that communications be in writing.

Relationship. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and us.

20. Contact

Questions about these Terms may be sent to info@censorly-edits.com or by mail to [COMPANY NAME], [MAILING ADDRESS].

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