

# Terms and Conditions

## PmP Records

**Effective date:** October 8, 2026

## 1. General Provisions

1.1. These Terms and Conditions govern access to and use of the PmP Records website, purchases from the online music store, acquisition of commercial music licenses, and orders for custom songs and instrumental music.

1.2. The website and its commercial operations are managed by:

**Individual Entrepreneur Iuliia Bliumenberg**

Business location: Tbilisi, Georgia

Registered business address: 91 Ivane Javakhishvili Street, Apt. 2B, 0102 Tbilisi, Georgia

Tax Identification Number (TAX ID): 105335637

Small Business Certificate: No. 002-01937

Website: <https://pmp-records.com>

1.3. By purchasing music, obtaining a license, or placing an order for custom music production, the customer agrees to these Terms and Conditions and any additional terms expressly agreed upon for the relevant transaction.

1.4. PmP Records reserves the right to update these Terms and Conditions. Changes do not retrospectively alter completed transactions or existing agreements unless permitted by applicable law.

## 2. Music Store Purchases

2.1. Music recordings and albums offered through the PmP Records online store are available for purchase and digital download.

2.2. Unless expressly stated otherwise, purchasing a recording grants the customer a non-exclusive, non-transferable license for **personal, non-commercial use only**.

2.3. Personal use includes private listening and storage of purchased recordings on the customer's personal devices.

2.4. A standard purchase does not authorize:

- Commercial distribution, resale, or sublicensing.
- Use in advertising, promotional materials, or commercial productions.
- Incorporation into films, videos, podcasts, games, or other commercially distributed media.
- Public performance or commercial broadcasting.
- Uploading or distributing the recording as an independent musical release.
- Making purchased files publicly available for downloading or redistribution.

2.5. Copyright and other applicable intellectual property rights are not transferred through a standard store purchase.

2.6. Any use beyond the personal license requires separate authorization or acquisition of a commercial license.

### 3. Commercial Music Licensing

3.1. Customers wishing to use music from the PmP Records catalog for commercial purposes must obtain a commercial license.

3.2. Commercial licenses may authorize use of the selected recording in advertising, films, videos, podcasts, websites, social media, presentations, public performances, and other commercial or creative projects.

3.3. Unless otherwise agreed in writing, a commercial license is non-exclusive and does not transfer ownership of the musical work or recording.

3.4. Upon full payment and issuance of the applicable license, the customer receives the usage rights specified in the license agreement.

3.5. Commercial licenses are provided on a **royalty-free basis**. PmP Records does not charge recurring royalties or additional usage fees for uses authorized by the license.

3.6. The royalty-free conditions follow the principles described on the Custom Songs and Custom Music pages of this website.

3.7. No additional royalties are claimed by PmP Records through ASCAP, BMI, SESAC, PRS, SOCAN, or other performing rights organizations on its behalf for the licensed use.

3.8. Royalty-free licensing does not automatically eliminate statutory payments or obligations imposed by third parties or applicable law.

3.9. Redistribution, resale, sublicensing, or transfer of the licensed recording as a standalone product is not permitted unless expressly authorized.

3.10. The specific scope of commercial use, permitted distribution, and any additional conditions are determined by the applicable license.

### 4. Custom Songs and Custom Music

4.1. PmP Records offers the creation and production of original songs and instrumental music according to individual customer requirements.

4.2. The services, production procedures, indicative prices, and delivery conditions are described on the following pages:

**Custom Songs:**

<https://pmp-records.com/songs>

### **Custom Music:**

<https://pmp-records.com/custom-music>

4.3. Before production begins, the parties agree on the principal requirements of the order, including musical style, intended purpose, duration or structure where applicable, delivery schedule, and price.

4.4. The agreed scope of work forms the basis for production.

4.5. Additional requirements or substantial changes requested after production has begun may require a separate agreement concerning price and delivery time.

4.6. Production and post-production may involve artificial intelligence technologies, digital audio workstations, and other professional audio processing tools.

4.7. Custom music is produced according to the agreed creative brief. Artistic and technical decisions remain part of the production process.

## **5. Payment Conditions**

5.1. Purchases from the online music store are paid for using the payment methods made available at checkout.

5.2. Major international credit and debit cards may be accepted, depending on the payment services available at the time of purchase.

5.3. PayPal is not available as a standard payment method in the online store.

5.4. Orders for custom songs and custom instrumental music require **100% advance payment** based on an invoice issued by PmP Records.

5.5. Production begins after full payment has been received.

5.6. PayPal payment for individually invoiced orders may be arranged upon request, subject to an additional processing fee of USD 15.

5.7. Any additional payment arrangements must be agreed upon before payment.

5.8. The applicable price and payment instructions will be communicated to the customer before the transaction is completed.

## **6. Delivery of Digital Products**

6.1. Music purchased from the online store is supplied digitally through the download or delivery method specified at the time of purchase.

6.2. Custom songs and instrumental music are normally delivered in the following formats:

- WAV — 44.1 kHz / 16-bit
- FLAC — 44.1 kHz / 16-bit
- MP3 — 320 kbps

6.3. Custom productions are delivered through a private download link, normally using Google Drive.

6.4. Delivery times for custom productions are agreed upon before production begins.

6.5. Delays caused by circumstances beyond reasonable control will be communicated to the customer where practicable.

## 7. Rights to Custom-Produced Music

7.1. Upon completion and full payment, the customer receives the rights to use the commissioned work as described on the applicable Custom Songs or Custom Music page and in the agreed order terms.

7.2. These rights include personal and commercial use, publication, distribution, public performance, synchronization with video content, advertising, and other permitted media applications.

7.3. Custom-produced music is supplied on a **royalty-free basis**, without recurring royalties or additional usage fees payable to PmP Records for authorized uses.

7.4. The granting of usage rights does not automatically constitute a transfer of copyright ownership or other intellectual property rights.

7.5. Any transfer of ownership or exclusive rights must be expressly agreed in writing, where legally available.

7.6. Customers are responsible for complying with the rules and requirements of any third-party platforms on which they publish or distribute the music.

## 8. Artificial Intelligence Disclosure

8.1. PmP Records uses artificial intelligence technologies in musical composition, arrangement, vocal and instrumental generation, audio processing, and related production activities.

8.2. Artificial intelligence may also be used in the creation, editing, enhancement, and correction of visual materials published on the website.

8.3. Customers acknowledge that purchased or commissioned content may contain AI-generated or AI-assisted elements.

8.4. Additional information is provided in the website's **Use of Artificial Intelligence (AI)** section.

## 9. Intellectual Property and Website Content

9.1. Music, recordings, artwork, illustrations, photographs, text, logos, and other materials published on the PmP Records website are protected by applicable intellectual property laws to the extent that such protection is legally available.

9.2. Except where expressly authorized, visitors may not reproduce, distribute, publish, sell, or commercially exploit website materials.

9.3. The use of AI-assisted technologies does not automatically establish or eliminate intellectual property protection. Applicable rights depend on the nature of the material and relevant legislation.

9.4. The purchase of a recording or license grants only the rights expressly specified in the applicable transaction or agreement.

## **10. Cancellations, Refunds, and Consumer Rights**

10.1. Requests for cancellation or refunds are considered according to the nature of the product or service, the status of the order, the agreed contractual terms, and applicable consumer protection legislation.

10.2. Digital music purchases and individually commissioned musical works may be subject to specific legal rules concerning cancellation and withdrawal.

10.3. Any statutory consumer rights, including mandatory rights concerning defective or non-conforming digital content or services, remain unaffected.

10.4. Where applicable law requires express consent or acknowledgment before immediate delivery of digital content affects a statutory withdrawal right, the relevant requirements must be satisfied.

10.5. Refund requests should be submitted through the website's contact form, identifying the transaction and the reason for the request.

10.6. No provision of these Terms excludes or limits consumer rights that cannot lawfully be waived.

## **11. Customer Responsibilities**

11.1. Customers must provide accurate information necessary for order processing, invoicing, communication, and delivery.

11.2. Customers commissioning custom works are responsible for ensuring that materials they provide may lawfully be used for the requested purpose.

11.3. Customers must not request content that infringes third-party rights or violates applicable law.

11.4. Purchased recordings and commissioned works must be used within the scope of the applicable license or agreement.

11.5. Customers are responsible for obtaining any additional third-party permissions legally required for their intended use.

## **12. Limitation of Liability**

12.1. PmP Records undertakes to provide its services with reasonable professional care and in accordance with the agreed terms.

12.2. PmP Records does not guarantee acceptance of musical recordings by any particular streaming platform, distributor, broadcaster, advertising network, or other third-party service.

12.3. PmP Records is not responsible for interruptions or failures of independent third-party platforms beyond its reasonable control.

12.4. To the extent permitted by applicable law, liability arising from a particular transaction may be limited to the amount paid for the relevant product or service.

12.5. Nothing in these Terms excludes liability that cannot legally be excluded or restricted.

## 13. Privacy and Personal Data

13.1. Personal data collected in connection with purchases, licensing, custom orders, and customer communications is processed in accordance with the PmP Records Privacy Policy and applicable legislation.

13.2. Individual Entrepreneur Iiulia Bliumenberg is responsible for personal data processing in the capacity described in the Privacy Policy.

13.3. Requests concerning personal data, including access, correction, or deletion, may be submitted in writing through the contact form on the Privacy Policy page.

13.4. Additional information is available in the **Privacy Policy and GDPR Compliance** section of this website.

## 14. Applicable Law and Dispute Resolution

14.1. These Terms and Conditions are governed by the laws of Georgia, subject to any mandatory consumer protection provisions or other applicable laws that cannot be excluded by agreement.

14.2. Any disagreement concerning purchases, licensing, or custom music production should initially be addressed through direct communication with PmP Records.

14.3. If an amicable resolution cannot be reached, disputes may be referred to the competent courts or other authorized dispute resolution bodies in accordance with applicable law.

14.4. Nothing in these Terms restricts any mandatory legal remedies available to consumers.

## 15. Contact and Legal Information

**Operator:** Individual Entrepreneur Iiulia Bliumenberg

**Registered business address:**

91 Ivane Javakhishvili Street, Apt. 2B  
0102 Tbilisi, Georgia

**TAX ID:** 105335637

**Small Business Certificate:** No. 002-01937

**Website:** <https://pmp-records.com>

For inquiries concerning purchases, licensing, custom orders, contractual matters, or these Terms and Conditions, please use the contact form available on the PmP Records website.

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