

CCLI Streaming License

Terms of Agreement

Here are the Terms and Conditions for the CCLI Streaming License, covering the rights and restrictions for license holders. Acceptance of these Terms and Conditions is required before a license can be issued.

1. The Licensed Rights

1.1 Definitions

1.1.1 Podcasting – The non-exclusive right for the Church to Podcast, free of charge, from Approved Websites, in audio and/or video form, Songs performed in Church Services.

1.1.2 Streaming – The non-exclusive right for the Church to Stream, free of charge, from Approved Websites, in audio and/or video form, Songs performed in Church Services.

1.2 Clarification of the Licensed Rights

1.2.1 Approved Website is either:

1.2.1.1 a single proprietary website which the Church considers to be its primary, home website, i.e. it is used by the Church for the purpose of communicating to Church members; or

1.2.1.2 a streaming service that is used by the Church for the purpose of streaming its Church Service.

1.2.2 Church is the church or other organization that conducts worship or related services and executes a Church Streaming/Podcasting License.

1.2.3 Church Service is any Church service at a place of worship or other religious assembly under the authority of the Church (as such is commonly understood in the church community) where Church members participate in congregational worship.

1.2.4 Podcast, Podcasting – The single digital distribution of audio or video (including synchronized text or still images) files of Church Services that contain Songs, in whole or in part, provided over the Internet by way of website feeds through Approved Websites to personal computers, portable media players or any other device capable of receiving such files, which enables end users to syndicate, subscribe to an RSS feed (or other similar push-based technology) and automatically receive future Podcast files.

1.2.5 Song is any musical composition (words and/or music) that is authorized by the Owner to be Streamed or Podcasted under the Church Streaming/Podcasting License.

1.2.6 Stream, Streaming – The digital transmission of a Song in such a manner that: a) the audio or visual aspect of the Song is rendered simultaneously with its transmission; and b) such transmission does not result in the creation of a residual or fixed copy of the Song so transmitted and so that the Song so transmitted is not able to be captured, saved, copied, stored or otherwise reproduced, distributed or retransmitted in any manner by any means whatsoever.

2. The Reserved Rights

Any and all other rights not expressly granted to the Church in this Streaming License are reserved in their entirety to the Owner(s) of the Song. Without limitation, a Church cannot:

- 2.1 Charge a fee for Streaming or Podcasting Church Services that contain Songs hereunder.
- 2.2 Grant a third-party the right to Stream or Podcast or otherwise digitally transmit Songs in any manner.
- 2.3 Stream or Podcast pre-recorded recordings (such as artist or record label recordings of Songs sold commercially).
- 2.4 Stream or Podcast Songs contained in concerts, conferences, and special events held at the Church property where a financial charge, including donations, is required for attendance (such as a Saturday night artist concert held at the Church or a special third-party ministry event held at the Church).
- 2.5 Stream or Podcast Songs contained in non-Church Service audio and/or video content (such as a non-Church Service teaching video, televised events or special productions).

3. License Fees

- 3.1 The License Fee shall be payable annually.
- 3.2 The renewal of the License Fee shall be due and payable prior to the expiration of the CCLI Streaming License.
- 3.3 The failure to pay the License Fee will result in the cancellation and revocation of all rights herein granted.
- 3.4 CCLI shall have the right to increase the License Fee in subsequent years upon written notice at renewal.

4. Termination

- 4.1 Church shall have the right to terminate this license at any time. Said termination shall be effective 30 days after receipt by CCLI of written notice of termination.
 - a. In the event Church requests termination prior to the third month of coverage, CCLI shall refund the License Fee less a 25% handling charge. Thereafter, the refund shall be the prorated unused portion of the License Fee less a 25% handling charge.
- 4.2 CCLI shall have the right to terminate this license for any of the following reasons:
 - a. Failure by Church to pay the License Fee in which case termination shall be automatic and shall occur on the expiration date.
 - b. Non-compliance with the terms and conditions of this Church Streaming and Podcast License, in which case said termination shall be effective 30 days after receipt by Church of written notice of termination.

5. Other

- 5.1 This License shall be in effect only if you have a current, valid Church Copyright License with CCLI.
- 5.2 This License cannot be assigned or transferred by Church without CCLI's approval.