

## HitZERØ®

### Commercial Use and Rights Certificate

**Certificate ID:** {{CERTIFICATE\_ID}}

**Track Title:** {{TRACK\_TITLE}}

**Licensee Name:** {{LICENSEE\_LEGAL\_NAME}}

**Creator Account:** {{CREATOR\_ACCOUNT}}

**Date of Issue:** {{DATE\_OF\_ISSUE}}

## 1. License Grant

IAH.FIT, Inc., operator of HitZERØ® (“HitZERØ”), hereby grants you a **perpetual, worldwide, royalty-free commercial use license** to the specific Track identified above, subject to this Certificate and the HitZERØ Terms of Service.

**This license is yours alone — One of One.** Among our users and outside licensees, we will not license the specific delivered Track file to any other party.

This license permits you to:

- Use, reproduce, adapt, edit, remix, and modify the Track
- Release, distribute, stream, and publicly perform the Track on any platform
- Synchronize the Track with video, film, advertising, games, performances, competitions, broadcasts, and digital content
- Monetize the Track through any lawful channel without owing royalties to IAH.FIT, Inc.
- Grant non-exclusive sublicenses of the rights above to your distributors, platforms, partners, labels, and licensees, provided each sublicense (a) is no broader than this Certificate, (b) carries forward the same use restrictions, and (c) is not granted to any party operating, building, training, powering, or promoting a service that competes with HitZERØ as defined in Section 5 of the Terms of Service

You may not grant exclusive rights, exclusive sublicenses, or rights of first refusal in the Track to any third party. IAH.FIT, Inc. retains the right to generate and license other tracks — including tracks that share stylistic, structural, or generic similarities with yours — but we will never license your specific delivered Track file to any other party.

This license applies solely to the specific rendered Track file generated and delivered to you at the time of issuance.

## **2. Definition of “Track”**

“Track” means the specific rendered audio file generated and delivered to you at the time of creation, including its musical, vocal, and structural elements as embodied in that output file.

The license applies only to that specific delivered Track file. It does not extend to musical styles, structures, genres, themes, tempos, arrangements, prompts, or other AI-generated works on the Platform.

## **3. Grant of Rights to the Extent Available**

To the extent IAH.FIT owns or controls any copyright, ownership interest, or other intellectual property right in the specific Track output — which, for the avoidance of doubt, does not include any right in the underlying AI models, training data, or third-party Inputs — IAH.FIT grants you a non-exclusive license to all such rights on delivery, and to the extent any such right is freely transferable under applicable law, assigns it to you on a non-exclusive basis.

Where local law does not recognize a “non-exclusive assignment,” this grant operates as a perpetual, worldwide, non-exclusive license. This is the parties’ clear intent.

This grant does not affect any rights held by third parties or rights arising solely from Inputs for which you lack authorization.

Nothing in this Certificate guarantees statutory copyright eligibility. As U.S. law currently stands (per *Thaler v. Perlmutter* and U.S. Copyright Office guidance), material generated by AI without sufficient human authorship may not be registrable with the U.S. Copyright Office. Lyrics, prompts, and original arrangements you author may be separately registrable subject to the same standard.

## **4. Paid Downloads**

You may purchase additional download formats of your Track for a fee — for example, higher-resolution files, stems, or alternate masters. Each paid download is delivered to you with the same commercial license described in this Certificate and a refreshed Certificate ID.

## **5. Track Non-Reissuance Policy**

The Track associated with this Certificate was generated uniquely for your account.

HitZERØ® does not intentionally reproduce or deliberately regenerate the identical rendered Track file for another user.

Due to the probabilistic nature of generative AI systems, outputs may share stylistic, structural, or sonic similarities with other works. Absolute uniqueness beyond the specific delivered file is not guaranteed.

HitZERØ® makes no representation or warranty that any Track is unique or non-infringing when compared to works created by other users or third parties.

## **6. License Survival and Revocation**

The license granted herein is perpetual and survives account termination, subscription cancellation, and changes to the Platform — except in the following circumstances:

- Fraud or misrepresentation in obtaining the license
- Illegal activity involving the Track
- Chargeback abuse or material payment breach
- Material breach of the HitZERØ Terms of Service, including the use restrictions in Section 5 of the Terms
- As required by applicable law or a valid court or governmental order

Outside of these circumstances, IAH.FIT cannot revoke your Track license.

## **7. No Ongoing Royalty Obligation**

You owe no royalties, residuals, publishing shares, backend payments, or usage fees to IAH.FIT, Inc. for any lawful commercial use of the Track under this Certificate.

## **8. No Warranty of Non-Infringement**

IAH.FIT makes no representation or warranty that the Track is unique, free of similarity to other works, or non-infringing under all circumstances. Responsibility for third-party platform compliance, takedown disputes, performing-rights enrollment, publishing administration, and content claims remains with you.

## **9. Governing Terms**

This Certificate confirms and documents the contractual license rights granted under the HitZERØ Terms of Service in effect on the Date of Issue. Capitalized terms not defined here have the meanings given in the Terms. In the event of any conflict between this Certificate and the Terms, the Terms govern.

Read the full Terms at <https://hitzero.com/terms>.

## **10. Authorized Issuance**

**Issued by:**

IAH.FIT, Inc., a Delaware corporation

21750 Hardy Oak Blvd, Ste 104

San Antonio, TX 78258-4946, USA

Operator of HitZERØ®

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