WZZPTOM

Terms & Conditions

Warmth Essential — Sound Kit

Version 1.0 — September 2026

By purchasing, downloading, or using any sound from this kit, you agree to everything below. Read it before you use anything.

These terms are published on the product page and were available to you before purchase. The version in force at the time of your purchase or download applies.

AT A GLANCE

Quick Summary

Use	Royalty free?	Credit	Contact Wzzptom?
Group A (Analog Lab & Freq2 Bank, Drum Kit) — any use	Yes, 100%	Not required	No
Group B — independent release under 1,000,000 streams	Yes	Optional	No
Group B — non-exclusive beat leasing (BeatStars, website, etc.)	Yes	Not required on sales	No — but buyer notice required (Sec. 05)
Group B — exclusive beat sale	Case by case	As agreed	**Yes — before signing**
Group B — major or established artist, sync (Sec. 06)	No — negotiated	**Mandatory**	**Yes — before release**
Group B — song crosses 1,000,000 streams	No — free license ends	**Mandatory**	**Yes — immediately**

This summary is for convenience only. The full terms below always apply.

01

Ownership & License

Everything inside Warmth Essential — phrases, accents, samples, pedal textures, presets, and drum sounds — belongs exclusively to Wzzptom, including all copyrights in the sound recordings and compositions. Using this kit gives you permission to use the sounds, not ownership of them.

License grant. Wzzptom grants the person who purchased or downloaded the kit (the **“Licensee”**, “you”) a non-exclusive, non-transferable, worldwide license to use the kit content only as part of new, original music productions, subject to all the terms below. The license is personal: it covers only the Licensee, except for the beat buyers described in Section 05.

Any use not expressly permitted in these terms is not licensed and constitutes copyright infringement.

02

What's Inside the Kit

Warmth Essential contains five components, split into two groups with different terms:

Component	Group	Terms
PHRASES & ACCENT	B	Free under 1,000,000 streams — Sections 04–07
SAMPLES	B	Free under 1,000,000 streams — Sections 04–07
PEDAL TEXTURE	B	Free under 1,000,000 streams — Sections 04–07
ANALOG LAB & FREQ2 BANK	A	100% royalty free — Section 03
DRUM KIT	A	100% royalty free — Section 03

03

Group A — Analog Lab & Freq2 Bank, Drum Kit — 100% Royalty Free

The **ANALOG LAB & FREQ2 BANK** and **DRUM KIT** are 100% royalty free. You can use them:

— In any release, at any stream count, with any artist — including major label artists

— With no split, no royalty, and no credit required

— Without contacting Wzzptom

The only limit: the preset and drum files themselves cannot be resold, shared, or redistributed (see Section 09).

04

Group B — Phrases & Accent, Samples, Pedal Texture — Free Under 1,000,000 Streams

You can use **PHRASES & ACCENT**, **SAMPLES** and **PEDAL TEXTURE** in your own music and release independently, completely free, as long as:

— The song stays under 1,000,000 total streams (see counting rule below)

— The artist releasing the song is not a Major or Established Artist (see Section 06)

— The song is not an exclusive beat sale (see Section 05)

Credit is optional for these releases, but always appreciated: **Prod. Wzzptom** or **Samples by Wzzptom**.

How streams are counted: the total across all platforms combined (Spotify, Apple Music, YouTube, SoundCloud, TikTok, Amazon, etc.), including all versions of the same song (remixes, sped up, slowed, clean/explicit).

05

Selling Beats — Leasing & Exclusives

Non-exclusive leasing is free. If you lease beats made with this kit on BeatStars, your website, or any other platform, you owe nothing on the sales: no split, no collaborator tag, no credit on the listing.

Mandatory buyer notice. Every beat containing Group B content (Phrases & Accent, Samples, Pedal Texture) must include the following notice in the beat description or lease agreement:

“Contains samples from Warmth Essential by Wzzptom. Releases over 1,000,000 streams, or by major or established artists, require sample clearance: info@wzzptom.com”

The artist who buys your lease receives only the rights described in Sections 04, 06 and 07, and is bound by them. You cannot grant a beat buyer more rights than you have under these terms. If you do not pass on this notice, you are jointly responsible for any uncleared use of the samples by your buyer.

Exclusive sales require contact. Before signing any exclusive contract or accepting payment for an exclusive on a beat containing Group B content, you must contact Wzzptom to clear the sample.

06

Major & Established Artists — Contact Before Release

Any release using Group B content requires a written agreement with Wzzptom **before release** if it involves:

— An artist signed to a major label (Universal, Sony, Warner), including their sub-labels, imprints, and distribution companies

— An established artist with more than 2,000,000 monthly listeners on Spotify at the time of release

— Sync placements — film, TV, advertising, games, trailers

In these cases the free license in Section 04 **does not apply**: the release is only licensed once a written agreement is signed. Splits (publishing, master, backend) are negotiated case by case. For these releases, credit is **mandatory**: **Produced by Wzzptom** (or as agreed in writing) in streaming metadata, credits, and descriptions.

Always reach out before releasing — not after.

07

When a Song Hits 1,000,000 Streams

If any song using Group B content crosses 1,000,000 streams, contact Wzzptom immediately. The two of you will agree on:

— Publishing and songwriting splits

— Master ownership percentage

— Royalty or backend payment structure

End of free license. The free license for Group B content ends automatically for that song when it reaches 1,000,000 streams. From that moment, the song is only licensed under a written agreement with Wzzptom.

30-day window. If no written agreement is signed within 30 days of first contact — or if you do not contact Wzzptom at all — the song is unlicensed, and Wzzptom may issue takedowns and claim revenue as described in Section 10.

Revenue covered. Unless otherwise agreed in writing, the agreed splits apply to **all revenue generated by the song from its first release**, not only revenue after the threshold.

From this point, credit to Wzzptom becomes mandatory.

Do not wait. Using the sounds beyond this threshold without contact is unauthorized commercial use.

08

Credit Rules

— Group A (Analog Lab & Freq2 Bank, Drum Kit): not required

— Group B, independent release under 1,000,000 streams: optional

— Group B with major or established artists, sync, or songs over 1,000,000 streams: **mandatory** — **Produced by Wzzptom**, or as agreed in writing

Where credit is mandatory, it goes in streaming metadata, YouTube descriptions, and social posts. Missing mandatory credit must be fixed and may require additional compensation.

09

What You Cannot Do

— Resell, repackage, share, or redistribute the kit or any of its sounds, presets, or files — edited or unedited

— Upload the sounds or presets as standalone samples to any library, marketplace, or platform

— Claim you created or own the phrases, samples, textures, sounds, or presets

— Use the sounds to train AI models or generate AI audio

— Register Group B content alone (without your own original production) in Content ID or similar systems

— Transfer or sublicense your rights to anyone else, except artists buying your beats as described in Section 05

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If You Break the Rules

Any breach of these terms **automatically terminates** your license, including for songs already released that use kit content in breach of these terms. In addition, Wzzptom reserves the right to:

— Revoke your license immediately

— Issue DMCA and Content ID takedowns on all platforms

— Claim a share of all revenue generated by the infringing release

— Seek compensation for damages

— Take legal action

Sections 01, 05, 06, 07, 09, 10 and 12 remain in force after termination of the license.

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No Guarantees

The kit is provided as-is. It is your responsibility to ensure your use complies with these terms and with applicable laws. Wzzptom is not liable for issues arising from how you use the sounds.

To the maximum extent permitted by law, Wzzptom's total liability relating to the kit is limited to the price you paid for it. Nothing in these terms limits any rights you have under mandatory consumer protection law.

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Governing Law

These terms apply globally and are governed by the laws of Italy, without prejudice to mandatory consumer protection rules of your country of residence. This does not limit Wzzptom's right to seek legal remedy in any other jurisdiction where the infringement occurs.

If any part of these terms is found invalid or unenforceable, the rest remains fully in force.

CONTACT

Business, clearances & label inquiries

info@wzzptom.com

Send music made with this kit

privatewzzptomm@gmail.com

Instagram

@wzzptom

By downloading or using any sound from Warmth Essential you confirm you have read and agreed to all terms above.
Unauthorized use may result in legal action.

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