

Music Usage & Stems Licensing Terms

Bor Mee Jai Free Creator & Performance License

Creator, UGC, Remix, Cover & Live Performance Permitted — Commercial Music Releases, Commercial Productions, Advertising & Official Releases Reserved

Version: 1.2

Effective date: 10 Aug 2026

Artist/Project: Bor Mee Jai and projects under Bor Mee Jai

Licenser/Rights holder: Kowit Chantanoi

Licensing Email: kowit@live.com

License URL: <https://www.bormeejai.com/license>

This is a custom public license issued by Bor Mee Jai. It is not a Creative Commons license and should not be described as a “Non-Commercial License,” because it expressly permits Creators, DJs, and performers to earn money from certain authorized uses.

This is a general practical draft and is not legal advice for a specific matter. Professional legal review is recommended before using it for high-value transactions, commercial licensing, or disputes.

1. Purpose

Bor Mee Jai encourages listeners, independent artists, DJs, musicians, dancers, Content Creators, students, and communities to play, cover, remix, adapt, perform, and creatively reimagine songs and Stems expressly released under this License.

Creators and performers may earn revenue from the uses specifically authorized by this License.

The Licensor reserves Commercial Music Releases of Covers, Remixes, and Stem-based works, as well as films, series, drama, advertising, Branded Content, games, applications, Official Releases, and production or distribution by record labels, companies, or organizations, for prior permission.

2. Scope

This License applies only to songs, Master Recordings, instrumentals, acapellas, vocal Stems, instrument Stems, MIDI files, or other assets expressly identified by the Licensor as being released under this License.

The presence of a song or file on a Bor Mee Jai website does not by itself place that material under this License unless the relevant song or asset page expressly says so.

The Licensor grants only rights that the Licensor owns or is authorized to license. Third-party material, AI systems, sample libraries, software, platforms, or other services may be subject to additional rights or terms.

Rights granted under this License are worldwide, non-exclusive, and non-transferable/non-sublicensable unless this License expressly states otherwise or written permission is obtained.

3. Definitions

3.1 Original Song

The song, lyrics, melody, arrangement, Master Recording, and related assets identified under this License, only to the extent controlled or licensable by the Licensor.

3.2 Stems

Separate audio components such as vocals, backing vocals, drums, bass, phin, khaen, synths, effects, instrumentals, or other component audio from the Original Song.

3.3 Adapted Work

A Remix, Bootleg, Mashup, Rearrangement, Cover, Dance Edit, Extended Mix, Radio Edit, Acoustic Version, Live Version, fan-made video, or other new work that uses or adapts any part of the Original Song or Stems.

3.4 Creator

An individual, independent artist, or small creative team publishing in its own name rather than acting for a brand, company, record label, television network, film studio, or commercial organization.

3.5 UGC

User-generated content such as short videos, vlogs, streams, podcasts, reactions, gameplay videos, dance videos, fan art, memes, video essays, performance videos, or other content created by users.

3.6 Commercial Music Release

A Cover, Remix, Mashup, Rearrangement, or Stem-based work that is released or distributed primarily as a music release, including through:

- Spotify
- Apple Music
- YouTube Music
- Amazon Music
- Tidal
- Deezer
- Other streaming services or DSPs
- Digital music stores or download stores
- A distributor or aggregator
- Commercial CDs, vinyl, or other music products
- A music catalog intended for sale, licensing, or monetization as recorded music

Uploading a Remix, Cover, or performance video to a Creator's YouTube channel or social-media account under Section 4 is not a Commercial Music Release merely because the video is monetized.

However, delivering the same work through a distributor for release as music on YouTube Music or another DSP is a Commercial Music Release.

3.7 Branded Content

Content created to advertise, promote, or support a product, service, brand, company, organization, campaign, or commercial client, whether compensation is provided as money, products, services, discounts, or another benefit.

3.8 Official Release

A release officially issued or endorsed by the Licensor, the original Artist/Project, a record label, company, producer, or organization, including an Official Remix, Official Cover, or Original Soundtrack.

4. Free Uses Without Prior Permission

Subject to all terms of this License, the Licensor grants a worldwide, non-exclusive, royalty-free license for the following uses.

4.1 Remixes, Bootlegs, Mashups, and Rearrangements for Creator Channels and UGC

You may:

- Create a Remix, Bootleg Remix, or Mashup
- Change the genre, rhythm, structure, or arrangement
- Create an Extended Mix, Radio Edit, or Dance Edit
- Use vocal or instrumental Stems in an Adapted Work
- Create acoustic, live, lo-fi, club, orchestral, or other reinterpretations
- Publish through a personal or Creator-controlled channel as Creator Content
- Enable platform monetization
- Receive donations, tips, or memberships

This permission does not include releasing the Adapted Work as a Commercial Music Release under Section 3.6 and Section 7.

The work must not be described as an Official Remix without prior written permission.

4.2 Covers and Performance Videos

You may:

- Sing or perform a Cover
- Create a live session, dance cover, or performance video
- Publish through a personal or Creator-controlled channel
- Enable platform monetization
- Receive donations, tips, or memberships

This permission does not include releasing the Cover as a Commercial Music Release under Section 3.6 and Section 7.

The work must not be described as an Official Cover or official collaboration without prior written permission.

4.3 UGC and Social Media

You may use the Original Song or part of it in:

- TikTok
- YouTube and YouTube Shorts
- Instagram and Instagram Reels
- Facebook and Facebook Reels
- Streams, podcasts, and vlogs
- Reaction, gameplay, and dance videos
- Fan art, memes, and video essays
- Reviews
- Ordinary independently produced Creator content

Such content may use platform monetization and may receive donations, tips, or memberships.

Automatic platform advertising revenue does not by itself make content Branded Content.

If a Creator receives compensation or another benefit from a brand to create the content, Section 7.2 applies instead.

4.4 DJ Performances and Live Performances

DJs, artists, singers, musicians, and performers may use the Original Song or an Adapted Work in live performance without case-by-case permission, including:

- Paid performances
- Ticketed events
- Clubs and entertainment venues
- Music festivals
- Events
- Live performances at company events
- University, school, or community events
- Private events
- Live-streamed performances

The Licensor does not claim a share of the DJ's or performer's fee under this License.

Venues, event organizers, broadcasters, collective-management organizations, or platforms may have separate obligations or fees. This License does not waive those obligations.

Live performance at a branded event is permitted under this Section. Use of the music in advertising, promotional videos, campaign media, or Branded Content for that event still requires permission under Section 7.

4.5 Educational, Student, and Community Projects

You may use the work in:

- Student short films
- School projects, presentations, or research
- School or university clubs and events
- Community, charity, or nonprofit projects
- Student competitions or festivals

If such a project is later purchased, acquired, financed, reproduced, distributed, or developed by a film company, television network, streaming platform, record label, brand, or commercial organization, additional permission is required before that commercial use.

5. Conditions

5.1 Attribution

Where reasonably possible, credit must include at least:

- The title of the Original Song
- The original Artist or Project name
- The Remix/Cover creator where applicable
- A statement identifying the work as a Remix, Cover, or adaptation

Example:

Original Song: "[Song Title]" by "[Artist/Project]"
Unofficial Remix / Cover by: "[Creator Name]"
Used under the Bor Mee Jai Free Creator & Performance License.
License: <https://www.bormeejai.com/license>

Credit should appear in the description, caption, end credits, metadata, or another reasonably visible location appropriate to the platform.

Attribution must not suggest that the Licensor, Artist, or Bor Mee Jai endorsed, sponsored, or co-produced the Adapted Work.

5.2 Official Sound

For platforms with an official music library, use of the Official Sound or tagging the Original Song is encouraged where supported and compatible with the creative format.

If altered audio cannot use the Official Sound, credit in the caption or description under Section 5.1 is sufficient.

5.3 No Re-uploading

You may not:

- Re-upload the full Original Song without meaningful new creativity
- Re-upload the original music video
- Upload the full Original Song using only a still image or cover art

- Create a channel, playlist, or library whose primary purpose is to republish Original Songs
- Redistribute the original Stems from your own download location
- Sell or rent the Stems
- Create a sample pack, vocal pack, loop pack, or dataset from the Stems for sale, redistribution, or service use

5.4 No Ownership Claims or Exclusivity

You may not:

- Claim ownership of the Original Song or Stems
- Register the original Master Recording as your own
- Register an Adapted Work with Content ID, Meta Rights Manager, TikTok rights-management tools, audio fingerprinting, or another automated claim system
- Issue copyright strikes, claims, or takedowns against the Licensor or other authorized users
- Claim exclusive rights over the original melody, lyrics, Stems, or source elements
- Prevent others from creating Remixes or Covers of the same Original Song
- Use the Artist's or Project's name, logo, likeness, or marks in a way that suggests partnership, endorsement, or official collaboration without permission

5.5 Labeling Adapted Works

Where practical, use labels such as:

- Unofficial Remix
- Fan Remix
- Cover
- Mashup
- Rework
- Rearrangement

You may not use “Official Remix,” “Official Cover,” or “Official Collaboration” without prior written permission.

5.6 Prohibited Uses

You may not use the Original Song or Stems:

- For unlawful activity
- For fraud, deception, or impersonation
- To imply that the Artist or Bor Mee Jai endorses a political party, candidate, product, service, brand, or organization without permission
- In content intentionally designed to cause serious reputational harm to the Artist or Project
- To train, create, or distribute a voice clone, voice model, or dataset
- To create a sample pack or generative-audio service from the Stems
- To sell, transfer, or sublicense rights that you do not own

Good-faith criticism, satire, or parody is not automatically considered reputational harm, but must still comply with applicable law and all other terms of this License.

6. Revenue Allowed

Examples of revenue permitted without additional permission when the underlying use is authorized under Section 4 include:

- Automatic advertising revenue from platforms
- Donations, tips, or memberships
- DJ or performer fees
- Ticketed-event revenue
- Stream or live-performance revenue
- Creator revenue from Remix, Cover, or performance videos
- Prizes from competitions
- Ordinary fees paid to editors, dancers, videographers, musicians, or other Creator collaborators

Receiving such revenue does not automatically turn the use into a Commercial Production.

However, monetization does not override Section 7. A Commercial Music Release, Branded Content use, advertisement, Official Release, or other Reserved Use still requires prior permission.

7. Uses Requiring Prior Written Permission

The following uses require prior written permission from the Licensor and may require a fee, revenue share, or additional agreement.

7.1 Films, Series, Drama, Television, and Streaming Productions

Including:

- Theatrical films
- Films produced or distributed by a company
- Series, television drama, or television programs
- Streaming-platform original content
- Commercial documentaries
- Reality shows
- Opening or ending themes
- Music used in scenes
- Official Soundtracks
- Trailers, teasers, or promotional material for films or series

This does not include student short films under Section 4.5 unless later acquired, financed, or commercially produced by a company or organization.

7.2 Advertising, Branded Content, and Corporate Promotion

Including:

- Advertising films
- Television commercials
- Online or cinema advertisements
- Radio advertisements
- Brand films or corporate films
- Product-launch videos
- Company promotional videos
- Sponsored or Branded Content

- Paid or sponsored influencer campaigns
- Product or service sales videos
- In-store media, trade-show media, or commercial launch events
- Political advertising or campaign communications
- Any use implying Artist endorsement of a brand, product, service, or organization

If a Creator receives money, products, services, discounts, or another benefit from a brand to create content using the music, that use is Branded Content and requires prior permission.

Automatic platform advertising on ordinary Creator Content is not Branded Content.

7.3 Games, Applications, and Software

Including:

- Video games or mobile games
- Applications or software
- Interactive experiences
- In-game events
- Virtual worlds or metaverse experiences
- Advergames
- Digital products containing the Original Song or Stems

Creator-made gameplay videos remain permitted under Section 4.3. A developer must obtain permission before embedding or distributing the music in a game, application, or product.

7.4 Commercial Music Releases and Music Distribution

Prior written permission is required before a Cover, Remix, Mashup, Rearrangement, or Stem-based work is released or distributed as a Commercial Music Release, including through:

- Spotify
- Apple Music
- YouTube Music
- Amazon Music
- Tidal

- Deezer
- Any other DSP or streaming service
- Digital music stores or download stores
- Digital distributors or aggregators
- Commercial albums, EPs, singles, or compilations
- CDs, vinyl, or other music products manufactured for sale
- Music catalogs, production-music libraries, or stock-music services
- Sale or licensing of a Remix/Cover recording as a Commercial Music Release

This requirement applies even when the Creator is an independent artist releasing the work in the Creator's own name.

Using a distributor solely to deliver the work to DSPs still constitutes a Commercial Music Release and requires permission.

Publishing a Remix/Cover as a video on the Creator's own YouTube channel under Section 4 is different from delivering that work through a distributor for release as music on YouTube Music.

A request under this Section is not automatically approved. The Licensor may approve without a fee, require a fee or revenue share, impose additional conditions, or decline permission on a case-by-case basis.

7.5 Official Remixes, Official Covers, and Record Label/Company/Organizational Production or Distribution

Including:

- Official Remixes or Official Covers
- Releases issued in the name of a record label, company, or organization
- Releases in which a label or company acquires rights
- Acquisition, financing, or commissioning of a Remix/Cover for official release
- Use of Stems to create a new song issued by a label or company
- Sampling the Original Song in a label or company release
- Listing the original Artist as Primary Artist, Featured Artist, or collaborator
- Marketing an Adapted Work as officially endorsed

- Commercial sublicensing of the Original Song or Stems

7.6 Organizational Reproduction, Acquisition, or Sublicensing

Permission is required where a company, organization, producer, distributor, investor, or client wishes to:

- Purchase or acquire rights in a Remix or Cover
 - Reproduce or distribute the work at an organizational level
 - Market it as an official product
 - Use it in a commercial media product
 - Sublicense it to clients or third parties
 - Include it in a paid subscription service or sound library
 - Use it as a campaign or brand asset
 - Use the Stems in a commercial product or service
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8. Reserved Rights

Unless otherwise agreed in writing, the Licensor retains all rights it controls, including rights in:

- The original Master Recording
- Lyrics, melody, and original arrangement
- Song title, artwork, and music video
- Artist or Project name, logo, and marks
- Official Releases, Official Remixes, and Official Covers
- Commercial Music Releases and distribution of Adapted Works under Section 7
- Synchronization licensing for films, series, drama, advertising, games, and applications
- Licensing to record labels, companies, or organizations
- Exclusive licenses, assignments, or sales of rights
- Re-recordings and new versions

Permission granted under this License does not transfer ownership or copyright in the Original Song or Stems to the user.

9. Content ID, Rights Manager, and Automated Claiming Systems

9.1 Use of Rights Systems by the Licensor

The Licensor may use YouTube Content ID, Meta Rights Manager, TikTok rights-management tools, audio fingerprinting, or similar systems to protect the original Master Recording against unauthorized re-uploading, impersonation, or rights claims.

Where supported by the relevant system, the Licensor may whitelist, allowlist, release claims, or create exceptions for Creators who comply with this License.

This License does not guarantee that every platform or third-party service can prevent or release every automated claim.

9.2 Users Must Not Register Reference Assets

Users must not register the Original Song, Master Recording, Stems, Remix, Cover, Mashup, Sample, or any Adapted Work containing elements of the Original Song as a reference asset or claiming asset in any system, including but not limited to:

- YouTube Content ID
- Meta Rights Manager
- TikTok rights-management systems
- Audio-fingerprinting services
- Distributor music-detection systems
- Similar automated claiming, monetization, blocking, or takedown systems

This prohibition applies even where the Adapted Work contains new audio, music, content, or other elements created by the user, because registration may create claims against the Licensor, other rights holders, or other Creators authorized under this License.

If a distributor, aggregator, or platform enables such a system automatically, the user must opt out, disable the registration, or promptly instruct the service to remove the reference asset.

9.3 Duties Following an Accidental Claim

If the user or the user's service provider creates a claim against an Official Release, a Licensor-controlled channel, or another authorized user, the user must promptly:

1. Release or withdraw all affected claims
2. Remove the reference asset from the automated rights system
3. Instruct the distributor, aggregator, or service provider to stop further claims
4. Confirm in writing to the Licensor that corrective action has been completed
5. Refrain from claiming revenue generated by the improper claim
6. Return, transfer, or waive revenue received from the improper claim where the platform and applicable law permit

Intentional registration, refusal to release a claim, or maintaining a claim after notice constitutes a material breach and may immediately terminate the user's rights under this License.

9.4 “Original Audio” Platform Labels

A label such as Original Sound, Original Audio, or the posting account's name on TikTok, Instagram, Facebook, or another platform identifies the source of the uploaded audio within that platform. It does not transfer ownership, establish exclusive rights, or authorize the posting user to claim other users.

A Creator may allow a Remix or altered recording to appear as Original Audio under the Creator's account if:

- It is an authorized Adapted Work
- Attribution is provided under Section 5.1
- It is not presented as an Official Release
- No ownership is claimed over the Original Song or Stems
- The audio is not registered in an automated rights-claiming system
- The Original Audio label is not used to interfere with the Official Sound or other authorized users

Uploading the original Master Recording, or audio containing no meaningful adaptation, and presenting it as the user's Original Audio remains an unauthorized re-upload under Section 5.3.

9.5 Claim Review Requests

If a compliant use is claimed, muted, blocked, or subjected to revenue sharing, the user may request review by providing:

- The URL of the work
- Creator name
- Original Song title
- Description of the use
- Evidence of attribution
- Publication date
- Platform or claimant name
- Claim ID or related reference information
- Evidence that Content ID or another automated claiming system was not enabled for the Adapted Work

The Licensor will consider compliant requests in good faith but cannot guarantee that a platform will not mute, block, revenue-share, or maintain a claim under systems and policies outside the Licensor's control.

10. Public Performance and Third-Party Rights

Permission for live performance under this License means that the Licensor does not require a DJ or performer to request case-by-case permission or directly share the performer's fee with the Licensor.

This License does not waive or replace:

- Royalties or fees that a venue or organizer may owe under applicable law
- Agreements with collective-management organizations
- Rights of co-writers, performers, or other rights holders
- Platform, distributor, or DSP terms

- Rights in third-party samples or materials

Users remain responsible for checking their own obligations.

11. AI-Generated or Synthetic Elements

Some songs or elements may be created or processed using AI or synthetic tools. The Licensor grants rights only to the extent authorized and controlled by the Licensor.

This License does not guarantee that every AI-generated or AI-processed element qualifies for copyright or equivalent protection in every country.

You may not use the Stems to:

- Create a voice clone or voice model
 - Build a training dataset
 - Sell, distribute, or publish a voice model
 - Build a generative-audio or synthetic-voice service from the Stems
 - Claim that a synthetic voice is a consenting real person
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12. Term, Termination, and Updates

12.1 Term

The License begins when you download, use, adapt, perform, or publish the Original Song or Stems under these terms and continues while you comply.

12.2 Termination for Breach

Rights under this License may terminate upon material breach, including:

- Failure to add credit after notice
- Unauthorized re-uploading of the Original Song or original work
- Registering or maintaining a reference asset or claim in Content ID, Rights Manager, TikTok rights-management tools, or another automated claiming system
- Selling, renting, or redistributing Stems

- Releasing a Cover, Remix, or Stem-based work as a Commercial Music Release without permission
- Using the work in advertising, Branded Content, or another Reserved Production without permission
- Presenting an Adapted Work as an Official Release
- Transferring rights to a record label, company, or organization without permission
- Refusing to release a claim generated by the user's work after notice

The Licensor may allow a reasonable opportunity to cure a breach depending on the nature and severity of the case.

12.3 Future Versions

The Licensor may publish revised versions of this License for future uses.

A work first published in good faith and in compliance with an earlier version may continue under that version unless:

- The user breaches the applicable terms
- Third-party rights or legal risk require corrective action
- A court, authority, or platform requires action
- The parties agree otherwise

New uses begun after a revised version takes effect are governed by the version identified as applicable to that use.

13. Disclaimer

The Original Song and Stems are provided "as is."

The Licensor does not warrant that:

- Automated claims will never occur
- Every platform will accept or publish the work
- Every element is copyrightable in every country
- No third-party permission will ever be required
- A distributor or DSP will accept the metadata or release
- Every platform will permit monetization

- A particular use will not affect other rights or obligations of the user

Users are responsible for their content, metadata, attribution, legal compliance, taxes, platform/distributor/DSP contracts, and rights in any new material they add.

14. Governing Law and Dispute Resolution

This License is governed by the laws of Thailand, subject to any mandatory laws that apply in another jurisdiction or platform.

Before filing legal proceedings, the parties should attempt in good faith to contact each other and resolve the dispute where reasonably possible.

15. Licensing Contact

For Commercial Music Releases, films, series, drama, television, streaming productions, commercial documentaries, advertising, Branded Content, corporate films, games, applications, Official Soundtracks, Official Remixes, Official Covers, or production/distribution by a record label, company, or organization, please contact:

Licensing Email: kowit@live.com

Please include:

- Contact name
- Company or organization, if any
- Original Song requested
- Creator/Artist name for the proposed release
- Project description
- Intended use
- Release or media type
- Territory
- Term
- Relevant platform/DSP/distributor
- Approximate budget, if any
- Proposed release date

16. Plain-Language Summary

This Section is a convenience summary only. If it conflicts with the full terms above, the full terms control.

Free without prior permission

- Creator Remixes, Bootlegs, and Mashups for Creator channels/UGC
- Covers and performance videos
- UGC and social-media content
- Monetization on compliant Creator channels
- Donations, tips, and memberships
- Paid or unpaid DJ performances
- Ticketed events, festivals, clubs, and live performances
- Performance clips and live streams
- School, university, and community projects
- Student short films
- Gameplay videos, reactions, vlogs, memes, and fan content

Prior permission required

- **A Cover, Remix, or Stem-based work released as a Commercial Music Release on Spotify, Apple Music, YouTube Music, or another DSP/digital music service**
- Music releases delivered through a distributor or aggregator
- Commercial albums, EPs, singles, compilations, CDs, or vinyl
- Commercial films
- Series, drama, and television programs
- Streaming-platform original content
- Commercial documentaries
- Official Soundtracks
- Advertising and commercial campaigns
- Branded Content and sponsored campaigns
- Corporate films and company promotions

- Games, applications, or software embedding the music
- Official Remixes and Official Covers
- Releases issued, controlled, or owned by a record label, company, or organization
- Acquisition of a Remix/Cover for commercial production
- Sampling or use of Stems in a label/company release
- Uses implying Artist endorsement of a brand, company, organization, or campaign

Prohibited under this License

- Claiming ownership of the Original Master, lyrics, melody, or Stems
- Registering the Original Song, Stems, or an Adapted Work in Content ID, Meta Rights Manager, TikTok rights-management tools, or another automated claiming/fingerprinting system
- Issuing or maintaining a claim, strike, or takedown against the Licensor or another authorized user
- Re-uploading the full Original Song with little or no meaningful creative contribution
- Selling, renting, or redistributing the original Stems
- Creating sample packs, vocal packs, voice models, voice clones, or training datasets from the Stems
- Presenting a work as an Official Release, Official Collaboration, or endorsed work without permission

17. Suggested Credit

Original Song: “[Song Title]” by “[Artist/Project]”
 Unofficial Remix / Cover by: “[Creator Name]”
 Used under the Bor Mee Jai Free Creator & Performance License.
 License: <https://www.bormeejai.com/license>

For UGC that is not a Remix or Cover, a shorter credit may be used:

Music: “[Song Title]” – [Artist/Project]
 Used under the Bor Mee Jai Free Creator & Performance License.

18. Acceptance

By downloading, using, adapting, performing, or publishing the Original Song or Stems under this License, you acknowledge that you have read, understood, and accepted these terms.

If you do not accept these terms, you must not use the Original Song or Stems under the permissions granted by this License.

19. Version History

Version 1.2

Major changes:

- Commercial Music Releases of Covers, Remixes, and Stem-based works on streaming/digital music services now require prior permission
 - Clarified the distinction between a YouTube Creator video and a music release delivered to YouTube Music through a distributor
 - Preserved free permissions for UGC, Creator Remix/Cover videos, monetization, DJ sets, and live performance
 - Preserved restrictions on Content ID/automated claims, Stem redistribution, voice models, and training datasets
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