

# **ZapSplat End User License Agreement**

## **Standard License**

### **Important – please read.**

You **MUST** agree to the terms below before using our website and downloading and using our free sound effects. We have tried to make our license as easy to understand as possible and we really want you to get the best use from our free sound effects and music. If in any doubt about how you intend to use our sounds with regards to this license, please contact us.

This License grants a single user the right to download and use our sound effects and music.

### **Attribution / Credit Required (Basic / Free Account)**

Sound effects licensed via this standard license require attribution in the form of a credit / link back to our website. If your works containing our sound effects are published on multiple platforms or services, the credit must appear on each where our sounds are used. Please do **NOT** credit us from any social media platform, unless your work is **ONLY** being released via a social media platform and it's the only place you can credit us. Credits must be added to the project itself, for example in your YouTube video description, app or game credits page or your projects related website or blog etc. We are fairly flexible on how you do this, but we recommend something like:

- “Sound effects obtained from <https://www.zapsplat.com>“
- “Additional sound effects from <https://www.zapsplat.com>“
- “Music from <https://www.zapsplat.com>“

### **Can't (or don't want to) credit us if you use our sounds?**

If you can't or don't want to attribute or credit us when using sounds from this license, you can upgrade your account to a Gold account. This means you no longer have to credit us, you can also download the original WAV files for all sounds and the 3 sounds per 10 minute download delay is also removed. Any sounds downloaded while your account is upgraded to Gold retain Gold privileges, including attribution removal for life in unlimited projects.

## **Gold Members**

Upgraded Gold members with an active upgraded account are not required to provide attribution when using our sound effects or music.

## **What you can use our free sound effects for:**

You can use our sound effects in any non-commercial, commercial and broadcast production, including but not limited to:

1. Film, television and radio programmes.
2. Commercials.
3. Podcasts.
4. Games and apps.
5. Software.
6. YouTube videos.
7. Live streaming such as Twitch.
8. Blogs and websites.
9. School projects.
10. Presentations, conferences, exhibitions etc.
11. Art installations and NFT.
12. Audiobooks.
13. Theatrical performances and live shows.
14. Musical compositions and performances.

Sound effects must be embedded or synchronised with your production and not be the primary value of your project (in a sound effect app for example). You are allowed to edit the sound effects to fit your project and mix them with other sounds to form new sounds. However you must not redistribute the sound effects outside of your production (see below for more details). If your intended use for our sounds isn't listed above and you are unsure, please contact us.

## **What you can not use our free sound effects for:**

You may not use our sound effects for the following purposes under any circumstance:

- 1) Our sound effects must not be shared with any person.
- 2) Our sound effects must not be distributed in any form including on other websites, on social networks, file sharing platforms, CD, DVD or any other ROM.
- 3) Our sound effects can not be loaned, rented, sub-licensed or sold to any third party.
- 4) Our sound effects can not be edited to form new sound effects for sale or distribution outside of your project.
- 5) Please do not share or share links to download our sounds and music to YouTube or any other video or audio network where the primary value is to share our sounds or music outside of a production.
- 6) Relaxation videos where our sounds are the primary value of the work.
- 7) You can not remix our music including adding new instrumentation to form a new music composition.
- 8) You may not use our sound effects or music files in a physical product such as a toy without a separate Agreement. Please contact us.

## **Accessing our sounds and music**

You may access and download our sound effects and music files only from within your ZapSplat account. You may not allow any third party access to your account to access and download our sound and music files. You may not use any scripts, bots or any form of automated process to access our sound effects or music files.

## **Copyright**

Our sound effects and music are licensed to you, not sold on a non-exclusive basis in accordance with the terms of this agreement. No intellectual property rights are transferred to you. Therefore our sound effects and music can be used royalty free in your projects, but we or our contributors retain all copyrights.

## **Infringements of Copyright**

We use Onsisist Online Protection Solutions to protect the copyright of our sound effects and music from copyright infringement.

## **Indemnification**

The Licensee agrees to indemnify ZapSplat.com from any claims, law-suits, damages and any liabilities including reasonable expenses and legal fees incurred relating to any matter that may arise if this licence agreement is breached.

## **Disclaimer of Warranties**

Zapsplat.com provides the sound effects and music files on this website on an as-is basis and provides no warranties or conditions of any kind. While we have taken absolute care and precautions to ensure the sound effects we provide are error free, we will not be liable for any loss or damage to your systems as a result of downloading and using our sound effects.

## **Limitation of Liability**

The Licensee agrees that Zapsplat.com holds no liability with regards to any claims made in relation to this agreement.

## **Contact:**

ZapSplat  
15 Page Street, Kunda Park, 4556, Queensland, Australia  
Email: [support@zapsplat.com](mailto:support@zapsplat.com)