

END USER LICENSE AGREEMENT

Updated 2017-07-01

This End User License Agreement ("Agreement") between you ("you" or "your") and OGSoundFX ("OGSoundFX") sets forth the terms and conditions and governs the use of goods ("Sounds") purchased by you from OGSoundFX.

LICENSE

Upon payment to OGSoundFX for Sounds you accept this Agreement and you are granted a non-exclusive, royalty free, world-wide license:

License Grants

- Permission to embed, use, integrate, re-record, and duplicate Sounds in your and your clients' Products such as video games, films, television, videos, commercials, music, multimedia, and podcasts.
- Permission to modify the Sounds to suit your or your clients' Products.
- Permission to synchronize Sounds with visual images.
- Permission to use Sounds as part of public viewing or broadcast of your and your clients' Products and Productions.

License Limitations

- You are not permitted to claim ownership of Sounds.
- You are not permitted to assign, transfer, rent, or sub-lease Sounds.
- You are not permitted to sell Sounds in part or in whole (except as permitted in Agreement.)
- You are not permitted to distribute or share Sounds privately or publically.
- You are not permitted to use Sounds in part or in whole to create new sounds for sale or free distribution.
- This license is not transferrable.
- All sales are final, refunds are not provided (this is a digital download product without ability to revoke access.)

Term

This Agreement is effective from date and time of purchase Sounds and is effective in perpetuity.

Limitation of Liability

You agree and acknowledge that your use of Sounds is entirely at your own risk. You agree that OGSoundFX will not be liable, under any circumstances, for any (a) termination, suspension, loss, or modification of Sounds, (b) use or inability to use the Sounds, (c) access interruptions or access delays to Sounds and/or web sites, (d) loss incurred in connection with use of Sounds, or (e) unauthorized access to or alteration of your transmissions or data. OGSoundFX will also not be liable for any indirect, special, incidental, or consequential, damages of any kind regardless of the form of action. In no event shall OGSoundFX's maximum aggregate liability exceed the total amount paid by you for the Sounds.

Indemnification

You agree to defend, indemnify, and hold harmless OGSoundFX, directors, and employees for any loss, liabilities, damages, costs or expenses arising out of or related to your use of or connection to the Sounds.

Disclaimer and Warranties

The Sounds are provided to you on an “as is,” as available basis. OGSoundFX makes no representations, warranties or guarantees of any kind whatsoever, express or implied, in connection with this Agreement. OGSoundFX further disclaims any representation or warranty: (i) that the Sounds will meet your specific requirements, (ii) that the Sounds and services will be uninterrupted, timely, secure, or error-free, or (iii) that any errors in the Sounds and services will be corrected. Any material downloaded or otherwise obtained from OGSoundFX is done at your own discretion and risk and you will be solely responsible for any damage to you, third parties, computer systems, audio equipment, or loss of data that results from the download or use of such material.

Governing Laws

This Agreement will be governed in all respects by the substantive laws of Germany. Any disputes arising from or related to this Agreement or its enforceability, or the business relationship between the parties, shall be finally settled by binding, confidential arbitration held in Berlin, Germany, using the rules and procedures of the German Arbitration Association. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English.

Definitions

- **Sound / Sounds**

Sounds (recorded, created, generated, or designed) by OGSoundFX

- **Product / Products**

Software, video, and audio such as video games, film, television, video, commercials, music, multimedia, and podcasts (created by you or your client)

- **Client / Clients**

An entity who has contracted you for sound design and/or audio work

Credits

Providing credit and/or recognition for use of sounds is optional. Should you wish to provide credit when using sounds, please credit OGSoundFX optionally with the URL www.ogsoundfx.com.

Property Rights

The Sounds are property of OGSoundFX and copyrighted by OGSoundFX.

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