

# Licensing Agreement



**IMPORTANT LICENSING INFORMATION:** Please read carefully. By purchasing, opening or using any of our digital products, constitutes your acceptance of these terms. If you do not fully agree to the terms of this agreement, you may not use, copy, download or store the sounds, or use in any other manner not specifically noted herein.

## **TERMS OF SERVICE:**

Sephxya Studios is not responsible for loss of any digital purchase for any reason, including, but not limited to hard drive failure, computer failure, software failure, back-up failure, or other cause of loss of your Product digital purchases. It is your responsibility to back-up all critical data and solely your responsibility. Under the Distance Selling Regulations, you would normally have the right to cancel the contract of sale. Under the Distance Selling Regulations, you would normally have the right to cancel the contract of sale within seven days. However, this does not relate to digital download products, which cannot be returned. You do not have the right to cancel an order once the product has been downloaded. This does not, of course, affect any other rights that you may have. We also cannot refund purchases for incompatibility issues. You are responsible for making sure your PC or MAC can receive and de-compress digital products, you are also responsible for making sure your software and/or hardware plays WAV files. Licensor will not be responsible if the sound samples do not fit the particular purpose of the Licensee. The sounds provided are licensed "as is" without warranties of any kind. Neither the Licensor nor any Distributor of Licensor's products can be held responsible for any direct, indirect or consequential loss arising from the use of this product in whatever form.

## **YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:**

1. Use of Sounds. All sounds available from Sephxya Studios are licensed, not sold, to you by Sephxya Studios. The payment You make to download the Sounds gives you the perpetual, non-exclusive right to incorporate these Sounds in any audiovisual production, such as a film, television show, advertisement, website, videogame, or other media production, without paying any additional royalties, license fees, or any other fees to us or third parties. You may not distribute, sell, rent, lease, sublicense, assign, or otherwise transfer any of the Sounds except as incorporated in a Production. You may not distribute the Sounds independently of a Production, or with any directions or instructions as to how the Sounds may be extracted from a Production, or with any invitation, suggestion or authorization that the Sounds may be extracted from a Production. You may not alter or delete any "watermark" or other ordinarily imperceptible identifier embedded within the Sounds.

You may not distribute the Sounds, either in native format or reformatted, filtered, resynthesized or otherwise edited, for use as sounds, multi-sounds, samples, multi-samples, programs or patches in a sampler, sample playback unit, website, compact disc, DVD or computer. The Sounds cannot be used as source playback from ROM or chip sets or embedded in any chip set. You agree that all information that you provide to Sephxya Studios at any and all times is accurate, complete and not misleading in any material respect. You will exercise due diligence and maintain strict safeguards on all Sounds received by you from us to prevent unauthorized use or distribution thereof. 2. Indemnification. You will indemnify, save, hold harmless and defend Sephxya Studios from and against any and all claims, demands, suits, damages, liabilities and all reasonable expenses, including attorneys' fees, against or suffered by Sephxya Studios with respect to any matter that arises as a result of a breach of this Agreement by You. 3. Injunctive Relief. You acknowledge that Sephxya Studios has a proprietary interest in the Sounds and that any use by You that intends to frustrate the purpose of this Agreement, including but not limited to selling, renting, or otherwise distributing the Sounds independently of a Production would cause irreparable injury to Sephxya Studios in way that could not be adequately compensated by damages. You agree that, in the event of such improper use, Rebel Nation Audio shall be entitled to an immediate injunction without the requirement of posting a bond (to the fullest extent permissible by law). 4. Disclaimer of Warranties. Sephxya Studios expressly disclaims all warranties of conditions of any kind, express or implied, including without limitation, the implied warranty of title, no infringement, merchantability and fitness for a particular purpose. 5. Limitation of Liability. You agree that Sephxya Studios cumulative liability with respect to any claims made in relation to or arising out of this agreement on any theory or basis will not exceed the license fee paid by you for the Sounds. In Layman's terms: WHAT YOU CAN DO You can use the drums & loops in this pack as part of a music composition, and then sell that composition on to customers, or place it in a stock music site or production music library. You can modify the loops in any way, and sell the resulting media (music track, video, game, etc.) to whomever you wish. All Sephxya Studios sounds are 100% royalty free! That means you don't have to clear the samples or pay us any royalties to use them in your own original compositions. WHAT YOU CANNOT DO You cannot resell these loops (either individually or in combination with other loops or sounds) as part of any "Sample" or "loop" pack (e.g. resell the "Producer X Product Volume 1" pack as your own loop pack. It means you can't re-sale our products or upload them to torrent sites. It also means you don't own the copyright to the sounds (which is retained by Sephxya Studios) but have purchased a single-user (i.e. one person) license to use the sounds in your original compositions (your songs). Limitation of Liability the Licensee agrees that Sephxya Studios holds no liability with respect to any claims made in relation to or arising out of this agreement. Neither Sephxya Studios, nor Pulley can be held responsible for any direct or indirect consequential loss arising from the use of this product in whatever form. Sephxya Studios accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any Sephxya Studios product.