

SOUNDEFFECTS.CH END USER LICENSE AGREEMENT

TERMS AND CONDITIONS

All Soundeffect.ch works are made and sold under non-transferable license. By accepting any Soundeffects.ch work, you acknowledge and agree to the following terms, conditions and limitations of use. In the event of a breach of this License Agreement, actions may be taken against you directly by the owner of the copyright.

Soundeffects.ch royalty free products are sold to you with a lifetime non-transferable license for synchronization rights only. If you transfer ownership of any Soundeffect.ch royalty free product to another party, or take ownership of a Soundeffects.ch product from any source other than Soundeffects.ch, you should contact Soundeffects.ch immediately to register ownership.

PERMITTED USES

No additional fees are required when any Soundeffects.ch royalty free product is used in accordance with the following permitted uses. You can synchronize the audio content from any Soundeffects.ch royalty free product with audio and/or visual productions or applications such as –films –training and marketing presentations –corporate videos – on hold messages – radio presentations or commercials – television presentations or commercials – musical recordings – Web pages – interactive programs – computer games – audio-visual or computer generated displays, programs or presentations which may incorporate streaming audio. You may create copies of your audio and/or visual productions or applications which contain synchronized audio content from any Soundeffects.ch royalty free product, however, if you require more than 10'000 copies please advise Soundeffects.ch since additional licensing may be required.

LIMITATIONS

Copyright infringement is a serious offence. Soundeffects.ch protects its copyright by all necessary means, including legal action. You are not authorized to:

- Make copies of any of the unsynchronized recordings contained within our royalty free products, except as may be designated to a single stand alone workstation for the sole purpose of specific audio and / or visual synchronization at your own facility.
- Copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized sounds from any Soundeffects.ch royalty free product by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.
- Transfer, re-record, copy or duplicate any Soundeffects.ch royalty free product, in whole or in part, for any purpose not authorized under this End User License Agreement without express written authorization from Soundeffects.ch.
- Provide remote access to unsynchronized sounds from any Soundeffects.ch royalty free product to any location remote from your licensed address without a valid Remote Access License issued directly to you for this specific purpose by Soundeffects.ch
- Provide sounds from any Soundeffects.ch royalty free product in whole or in part as mobile telecom audio content such as ring tones, soundscapes, multimedia messaging services (MMS), voice messaging, audio enhancements, greeting mail services, or other content application now known or which shall become known, without a valid license issued directly to you for this specific purpose by Soundeffects.ch.
- Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media which contains Sound-effects.ch' proprietary sounds unless all the Sounds have been deleted. All Sounds maintained on any computers, hard drives, discs or any other electronic storage media must be deleted immediately upon any return of Soundeffects.ch product to the vendor, or upon the transfer or sale of any Soundeffects.ch proprietary materials to any other third party.

WARRANTY

Soundeffects.ch warrants that your use of Soundeffects.ch royalty free product in accordance with this License does not infringe on any third party proprietary rights.

LIABILITY

Soundeffects.ch accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any Soundeffects.ch royalty free product. Soundeffects.ch' liability is limited and restricted solely to replacement at no charge to the Soundeffects.ch royalty free product in questions.

Soundeffects.ch, G. Helbling or their distributors do not accept any liability or responsibility towards the buyer or any other person/legal subject for claims or cases of loss, liability or damage of any kind, which, directly or indirectly, proved or not proved, arise from the use of any Soundeffects.ch product, even when Soundeffects.ch, G. Helbling or their distributors have been given prior information.

This exclusion of liability is also effective for any interruptions of service, loss of business or profits and any damage compensation for expenditures, consequential damage or other damage that arises from the purchase, utilization, or operation of Soundeffects.ch products.

All conceivable steps have been taken to guarantee the correctness of the data and functions.