

# **1. END USER LICENSING AGREEMENT (EULA).**

**1.1.** This Sonniss EULA is a legal agreement between yourself (the Licensee) and Sonniss, the Licensor. In the Agreement, the party who is granting the right to use the licensed media will be referred to as “Licensor” or “Sonniss”, and the party who is receiving the right to use the licensed media will be referred to as “Licensee”.

**1.2.** All of the sound effects within this library are licensed, not sold to the Licensee. By downloading any of the sound libraries distributed by Sonniss (centralized or decentralized), you acknowledge and agree to be bound by the terms and conditions laid out within this EULA.

## **2. INTRODUCTION**

**2.1.** Before downloading this library, you will need to agree to these Terms. If you refuse to accept these Terms, you will not be able to use any of the sound libraries contained.

**2.2.** These Terms and any Contract between the Licensor and the Licensee are only in the English language.

## **3. RIGHTS GRANTED**

**3.1.** The Licensee may use the licensed sound effects library/ies, as part of (a) project/s they are involved in, for the entirety of their life time.

**3.2.** The Licensee can use the licensed sound libraries for the purposes of synchronisation with audio visual projects the Licensee is involved with, which includes but is not limited to: games, corporate video, presentations, multimedia CD / DVD ROM, student / festival/amateur films, audio books, hardware and software products, electronic devices, software applications, advertising, YouTube and social networks.

**3.3.** Licensee may modify or change the licensed sound library/ies as part of (a) project/s they are involved in as long as they are within the terms of this agreement.

**3.4.** Licensee may share this sound effect collection with friends.

**3.5.** Licensee may use any of the sound effects in this collection for commercial projects.

## **4. THE LICENSEE MAY NOT**

**4.1.** Sell the sound libraries (as they are) or contents of any of the sound libraries for the purposes of commercial gain.

**4.2.** Modify any of the sound libraries with intent to claim authorship.

**4.3.** Use the sound libraries to enter into any uses associated with, or encouraging, illegal or illicit activities.

**4.4.** Any of the sound effects libraries on Sonniss may not be sold onto third parties in any format whatsoever other than is granted to the Licensee.

## **5. PRICE AND PAYMENT**

**5.1.** There is no payment to be made. This library is entirely free.

## **6. CONSIDERATION**

**6.1** Licence Fee: In consideration of the Licence the Licensee will pay the Licensor the fee set out on the website (in this case there is nothing to pay). Upon downloading, a lifetime non-transferable, non-exclusive Licence will be granted to you, both for commercial and non-commercial use entirely free of charge.

## **7. USE OF THE WEBSITE AND PERSONAL INFORMATION**

**7.1.** The use of the Website by the Licensee is governed by the Terms, which apply to any Contract.

**7.2.** All personal information is retained and used strictly in accordance with the Privacy Policy.

**7.3.** The Licensor may contact the Licensee in connection with the Contract by using e-mail.

## **8. IMPORTANT INFORMATION ABOUT MAKING A PURCHASE**

**8.1.** When registering to use the Website, the Licensee may set up a username and password. Where this happens, the Licensee remains responsible for all actions taken under the chosen user name and password and undertakes not to disclose their username and password to anyone else and to keep them secret.

**8.2.** When providing any information to the Licensor, the Licensee undertakes that all information provided via the Website is accurate, current and complete, and to notify the Licensor of any changes which may mean that the information is inaccurate.

**8.3** The Licensor accepts responsibility for statements and representations made by its duly authorised agents. It is the Licensee's responsibility to check that they have identified and are referring to the correct version of the Terms, which is current on the date upon which the download has occurred.

## **9. HOW THE ORDER IS USUALLY PROCESSED**

**9.1.** The order process is set out on the Website. Each step allows the Licensee to check and amend any errors before submitting the order. It is the Licensee's responsibility to check that they have used the ordering process correctly.

**9.2.** After an order has been placed on the Website, the Licensee will receive an e-mail acknowledging that the Licensor has received the order (Order Confirmation). Once an order is placed, it becomes legally binding on the Licensee. This will also include the download link/s for licensed media. The links will be active for 4 days, with a maximum of 4 downloads for each link.

**9.3.** It is the responsibility of the Licensee to ensure that the Order Confirmation is complete, accurate and correct, and to inform the Licensor immediately of any errors. The Licensor is not responsible for any inaccuracies in the order placed by the Licensee.

## **10. TERMINATION**

**10.1** The Licensor has the right to terminate this Agreement and the Licence if the Licensee breaches any terms of the Licence.

## **11. IMPORTANT INFORMATION ABOUT THE LICENSOR**

**11.1.** The Licensor operates the Website [www.sonniss.com](http://www.sonniss.com). The Licensor is a company registered in England and Wales under company registration number 09377364.

**11.2.** The Licensee can contact the Licensor by e-mailing at [info@sonniss.com](mailto:info@sonniss.com). For notice in writing required by these Terms the notice may be provided by e-mail, to the Licensee's email address provided when registering to the website.

## **12. HOW THESE TERMS MAY BE CHANGED**

It may be necessary for the Licensor to revise these Terms from time to time, including for the purposes of:

**12.1.** Changes in how payments are accepted; or

**12.2.** Changes in relevant laws and regulatory requirements, which apply to the Royalty Free SFX libraries.

**12.3.** Every time the Licensee places an order via the Website for Royalty Free SFX libraries, the Terms in force at that time will apply to the Contract between the Licensee and the Licensor.

**12.4.** Whenever any changes are made to these Terms in accordance with this clause, the Licensor will keep the Licensee informed by stating that these Terms have been amended and stating the relevant date of the changes on the Website.

## **13. MISCELLANEOUS**

**13.1.** The Contract contains the whole agreement between the parties relating to its subject matter.

**13.2.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**13.3.** These Terms will be governed by and interpreted according to English law. This means a Contract for the purchase of sound effects libraries through Sonniss, and any dispute or claim

arising out of or in connection with it or these Terms will be governed by English law. All disputes arising under them will be subject to the exclusive jurisdiction of the English courts.