End User License Agreement - Terms of Use

1. Grant of License

In consideration for the subscription fee paid by the Licensee the Licensor grants the Licensee a worldwide and non-exclusive license to use the sounds and sound effects in the Soundly Sound Libraries (hereinafter "The Sounds") on the terms and conditions set out in this Agreement. The limited free version of The Sounds (300 free sounds) may be used without a subscription fee but is otherwise regulated by this Agreement.

2. Rights Granted

The license granted in this Agreement allows the Licensee:

a. unless the Licensee has purchased a multi subscription for a number of users, to install and use The Sounds on one workstation at the time, although the Licensee is permitted to make and keep one backup copy of The Sounds on other storage devices, and

b. distribute and publicly perform reproductions of The Sounds, where these are incorporated in and synchronized with other media productions, which shall mean products that contain at least one additional media element (music, voice, image, etc.), including but not limited to radio and television broadcasts, film, music compositions, web sites, podcasts, mobile apps, advertising, multi-media presentations, video games and similar.

c. when signed up for multi subscriptions, to install and use The Sounds on the number of workstations that the Licensee has subscribed for. The Sounds may not be used by other legal entities than the one entering into this Agreement unless these entities accept and shall be bound by this Agreement.

d. use the limited free version of The Sounds on the conditions set out in this Agreement.

3. Restrictions

The Licensee is not permitted to distribute or perform reproductions of The Sounds where these are not incorporated in and synchronized with other media productions. Use of The Sounds for other purposes, such as but not limited to in toys, product design, greeting cards, ringtones, applications such as soundboards, hardware devices, media authoring tools etc must be separately agreed in writing to be allowed.

The Licensee is prohibited from adapting, modifying or repackaging The Sounds except as permitted in Clause 2.

The Licensee may not; (a) change, hack, modify, disassemble, decompile or reverse engineer the software used for The Sounds nor permit or encourage any third party to do so, (b) use the software or storage possibility in any illegal manner including but not limited to third party copyright infringement, (c) in any manner use the software in development, marketing or sale

of a potentially competing product, (d) use the software or allow transfer, transmission or export in violation of US export control laws or regulations of any US government agency.

4. Intellectual property rights

The Sounds are owned by the Licensor and all intellectual property rights are hold by the Licensor. The ownership and other rights than the license rights granted in this Agreement remain the sole property of the Licensor. The Licensee must not claim ownership or authorship to The Sounds, only user rights.

5. Termination due to breach

a. The Licensee's rights to use The Sounds may be terminated by the Licensor without notice in the event of any breach by the Licensee of this Agreement. In the event of termination, the Licensee shall delete or destroy all copies of The Sounds.

b. Soundly, at their discretion, reserves the right to temporary or permanently ban or remove users that are deemed to be abusing access to Soundly, including but not limited to ripping the full Soundly PRO library, sharing an account with multiple users, accessing another user's account without permission, illegally sharing, uploading or accessing copyrighted material without permission, and similar. If a paying user is banned or removed, any remaining subscription fees will be refunded"

6. Termination due cancelation of subscription

The subscription can be terminated by both parties with 30 days' notice.

The Licensee's rights to use The Sounds in any new product will automatically terminate if and when the Licensee cancels its subscription. In the event of cancelation the Licensee shall delete or destroy all copies of The Sounds which are not incorporated in any media production ref. Clause 2 (b) on the date of cancelation of subscription. Sounds incorporated in a media production on the date of termination may still be used after termination.

7. Indemnity

The Licensee shall indemnify and hold harmless the Licensor from, and against any and all claims, demands, suits, awards, damages, injuries, liabilities and all reasonable expenses, including attorney's fees incurred by the Licensor r with respect to any matter that arises as a result of the Licensee's breach of this Agreement.

8. Liability

The Licensor warrants that the Licensor owns The Sounds and has the right to license The Sounds to the Licensee.

The Licensor shall not be liable for any indirect loss or damages, including loss of business or business profits, business interruption resulting from use of The Sounds. The Licensor's

liability shall in no event exceed the subscription fee paid by the Licensee to the Licensor. The Licensee may include and store Licensee's own or third party's sounds (hereinafter called "Private Soundsâ) on a separate storage space within the software and create playlists with Private Sounds. The Licensee warrants that the Licensee will have all necessary legal rights to store, use and share Private Sounds. The Licensor shall under no circumstances be liable or responsible for storage, use and sharing of any Private Sounds and the Licensee shall hold the Licensor harmless for any claims connected to Private Sounds.

9. Assignment

The Licensee has no right to transfer, license, sublicense, sell or otherwise assign The Sounds to any third party except as set out in Clause 2 (b).

10. Applicable Law

This Agreement is governed by the laws of Norway with jurisdiction and agreed exclusive venue of Oslo City Court, Norway.

11. Freesound.org and third party products sold at the Soundly Store

The Freesound library is excluded from this Agreement as it is a 3rd party library with its own licensing agreement. Read more on freesound.org.

Third party products sold or licensed from the Soundly Store are not regulated by this Agreement unless otherwise explicitly stated and agreed. Please see the license agreements and terms of use for each such product.

If you use the Freesound library from within the Soundly Store or any other third party products no warranties are given and no liability is accepted.