

THE RECORDIST END USER LICENSE AGREEMENT

THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU (THE PURCHASER, AS "YOU" OR "LICENSEE") AND THE RECORDIST, A DIVISION OF CREATIVE SOUND DESIGN ("THERECORDIST"). PLEASE READ THE TERMS CAREFULLY BEFORE CLICKING ON THE "ADD TO CART" BUTTON AND DOWNLOADING THE SOUND RECORDINGS. BY CLICKING ON THE "ADD TO CART" BUTTON, YOU (THE PURCHASER) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST CLICK ON THE "CANCEL" BUTTON TO DISCONTINUE THE DOWNLOAD OR ORDERING PROCESS.

Upon your acceptance of this Agreement and payment for the downloaded content ("Recordings"), and subject to its terms and conditions, you are granted an End User License, which includes the right to combine the Recordings with graphics, video, or sound elements to create any media product/production. This includes a media product/production for film, web, multimedia, podcasting, embedding in video games and most other applications. You can use it over and over, in as many projects as you see fit, for life. All rights not expressly granted herein are reserved.

The End User License includes:

1. Mechanical rights

The right to re-record, duplicate and release the Recording as part of your product/production in whatever medium you choose (i.e. video, film, CD ROM, BLURAY, DVD & TV productions, interactive programs & computer games, radio presentations & commercials, television programs & commercials, live performances, speech & audio book products, Web pages & multimedia presentations, PowerPoint & Flash productions, AV & computer generated displays, podcasts, digital formats). All such applications hereinafter referred to as "product/production"

2. Synchronization rights

The right to use the Recording as a soundtrack "synced" with visual images, or sounds as part of your product/production, no additional clearances or paperwork are required.

3. Public Performance Broadcast rights

The right to use the Recording as part of the public viewing or broadcast of your product/production, including but not limited to videos, dvd, blu-ray, web sites, podcasts, multimedia presentations, video games, films, television, and radio, no additional clearances or paperwork are required.

REPRESENTATION

Except as expressly set forth herein, Licensor hereby disclaims any and all representations and warranties, express or implied, including without limitation, any implied warranties of title, non-infringement, merchantability or fitness for any particular purpose.

YOU THE LICENSEE MAY:

1. Use the Recordings (as part of your product/production) for your lifetime, within different or various works or projects as you see fit.
2. Publicly perform the Recordings (as part of your product/production) over any public or private medium that complies with FCC guidelines.
3. Transfer the Recordings to any medium necessary (video, film, reel to reel, digital, etc.) to complete your product/production and distribute it.
4. For audio-only projects you must combine the sound recordings with other audio elements so that your product/production is "substantially different" from the Recording itself. If you have any questions about your particular usage please contact us.
5. Use the Recordings for any visual productions (film, video, tv, etc.) in their entire length and these productions may be duplicated without restriction.

LIMITATIONS

THERECORDIST protects its copyright by all necessary means, including legal action. The Recordings may not be resold as part of other music or audio-related collections, in part or in whole. They may not be used or resold as a commodity except as part of a media production that is clearly unique and distinct from the track itself. Recordings may not be copied or duplicated except for use in the licensee's productions and must only be used by the person to whom the license was given. Tracks may not be traded or exploited for profit or any other reason. Licensor maintains all intellectual property rights with regard to the marketing and sales of all Recording tracks and any infringement thereof is punishable by law.

YOU THE PURCHASER MAY NOT:

1. Claim ownership or authorship of the Recordings represented under this Agreement.
2. Assign, transfer, share, rent or sub-lease this license agreement with any other party.
3. Provide remote access to unsynchronized THERECORDIST Sound Effects to any user except the registered user.
4. Sell the THERECORDIST Sound Effects contained herein outright to any other individual or party. (Although the Recordings can be sold as part of your product/production.)
5. Transfer, re-record, copy or duplicate any THERECORDIST Sound Effects, in whole or in part, for any purpose not

authorized under the terms of this License agreement. You may not transfer THERECORDIST Sound Effects electronically or via any peer to peer file sharing program, FTP site, service bureau operation, DRS, computer network or in any way not expressly allowed by THERECORDIST.

6. Copy, duplicate, provide access to, sell, lease, loan or give away unsynchronized THERECORDIST Sound Effects by any means including the World Wide Web, streaming audio or any delivery method now known or which shall become known.

7. Provide THERECORDIST Sound Effects in whole or in part within retail toys, electronic sampling products or program chips.

8. Sell or otherwise dispose of computers, hard drives or discs or any other electronic storage media which contain THERECORDIST Sound Effects, unless all the THERECORDIST Sound Effects have been deleted. All THERECORDIST Sound Effects maintained on any computers, hard drives, discs or any other electronic storage media must be deleted before the disposal, transfer or sale of any computer, hard drive or disc that contains THERECORDIST Sound Effects.

TERM

This Agreement is effective for the lifetime of the purchaser.

WARRANTY

THERECORDIST warrants that your use of THERECORDIST royalty free sound products in accordance with this License does not infringe on any third party property and / or proprietary rights. CSD and THERECORDIST warrants that it is permitted to grant the rights set forth herein.

INDEMNIFICATION/REMEDIES

Purchaser will indemnify, save, and hold harmless Licensor from and against any and all claims, demands, damages, suits, liabilities and all costs and expenses, including without limitation attorneys' fees, against or suffered by Licensor with respect to any matter that arises as a result of a breach or alleged breach of this Agreement by the purchaser. No failure or delay on the part of Licensor in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder, including injunctive relief.

LIABILITY

THERECORDIST accepts no responsibility for any loss of business or business profits resulting directly or indirectly from the performance of any THERECORDIST Sound Effects. THERECORDIST's liability is limited and restricted solely to replacement at no charge of the THERECORDIST Sound Effects in question.

TERRITORY

The world.

This is a legal agreement between you, the end user, and THERECORDIST. Purchasing and use of any recordings from THERECORDIST or its authorized distributors via any means constitutes acceptance of these terms. This Agreement and any agreement with any authorized reseller of THERECORDIST products constitute the entire agreements with respect to the Recordings, your purchase of same and the use thereof.

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