

TERMS & CONDITIONS

The present agreement is a customer's legal declaration of consent to only use sounds and further content, owned by Millotat & Porombka GbR (D-45136 Essen, Rellinghauser Str. 334f; info@justsoundeffects.com) within the scope of the conditions set down in this agreement. The agreement involves two parties: Millotat & Porombka GbR (D-45136 Essen, Rellinghauser Str. 334f; info@justsoundeffects.com) as contractor and the customer as beneficiary of contract. Said agreement will come into effect, as soon as the customer has purchased sounds or downloaded sounds free of charge from the website www.justsoundeffects.com.

The website www.justsoundeffects.com, in short "JSE", is a distribution platform for selling licenses/rights of utilization of sound effects, supplied as individual sounds and sound libraries, which are produced and marketed by Millotat & Porombka GbR (also known as *Justsoundeffects*). The customer acquires licenses/rights of utilization by royalty payment for using the desired sounds. The customer may opt for a single payment, a subscription or various licenses (**single user license** and **multi user license**). Downloading free sound effects and further website content are subject to the same conditions as purchasing a product. The customer automatically accepts the **EULA** and agrees not to misuse acquired data content. At all times any rights to completely free usage of the sounds are appertaining to the owners of *Justsoundeffects* and may not be resold.

Purchase Transaction

You can choose the following methods in order to acquire a license:

1. **Single payment:** When effecting a single payment license fee for the corresponding product, you become entitled to unlimited use of the sounds for commercial and non-commercial utilization.
2. **Subscription:** Choosing subscription as payment method, utilization of the corresponding sounds is limited to the period specified by the subscription. Productions that have come into being during the period of subscription and that include sounds from the subscription may remain public. After the expiration of the subscription you are obligated to immediately remove any subscription content from any storage media whether it be hard disks, USB flash drives, CDs, DVDs, cloud storage or similar devices for storing digital data as well as your workstations.

Choose the desired products, adding them to your virtual basket by clicking on "ADD TO CART". Now click on your basket and activate "View cart"; this way you can verify whether you have chosen the appropriate products. You can also add coupon codes and change the number of items or users. When you are perfectly satisfied with your selection, click on "PROCEED TO CHECKOUT" and select your payment method. Finally, you have to consent to our T&C by ticking the T&C box. Thus you confirm your thorough understanding and accepting any parts of our T&C's conditions. In order to prevent fraudulent use of the right of withdrawal you are requested to waive this right before concluding the checkout process by activating the appropriate check box. Now you can place your order.

Immediately, we will send you an order acknowledgement by email detailing the products you have ordered, including a license bill and a download link for the purchased item(s). Please note that by clicking on the checkout button and thus confirming your order, your rights of withdrawal and refund expire. In case you have any questions concerning this, please contact our customer service.

Different value-added taxes apply depending on the country. For the sake of convenience, the online shop only shows net prices. Not until checking out, after having indicated your country of domicile, VAT according to the regulation in your country is added automatically. The buyer agrees to give full particulars in relation to the associated self-disclosure and must be at least eighteen years old. If the buyer has not reached that age yet, the assent of a parent or legal guardian, who assumes liability, is essential in order to conclude the purchase.

Disclaimer and Warranty

Millotat & Porombka GbR shall not be liable for damage, no matter what manner of damage, which has resulted before, while or after purchasing a license, whether it be financial losses (in terms of loss of earnings, of documents/information, incapacitation of the license holder or related incidents), damage to hard and software or similar damage.

If you are a) not fully satisfied with the purchased product or you have b) by accident erroneously purchased a product, you are barred from returning the product or being refunded since you have confirmed to waive your right of withdrawal during order transaction. In case of b) the case, our customer service will gladly help you – within the realms of possibility – to exchange your product for the correct one. Still we are not obliged to effect any replacement. If the price of the new product is lower than the previous one, Millotat & Porombka GbR is not obliged to refund the balance. In the opposite case, the price of the new product is higher than the previous one, you have to pay the balance to Millotat & Porombka GbR in order to complete the exchange.

End User License Agreement (EULA)

1. Having paid the appropriate license fees authorizes you to use the sounds in commercial and non-commercial areas. Here are some important pieces of information concerning this. The principal reason of the acquisition ought to be the production and creation of medial content, such as films, podcasts, advertisements, video games or the like, which are currently part of the public media. It is strictly prohibited to use our products for the creation of sounds, sound libraries, music libraries, musical one-shots or other similar products, which, by passing in any way to a third party, are employed profitably or non-profitably. Furthermore, you may not sell, rent, lease, give away or otherwise transfer the acquired products to anyone. This constitutes an infringement of copyright and theft of intellectual property. If you want to incorporate our sounds in the commercial production of your own sound libraries or the like and sell these, an explicit authorization of Millotat & Porombka GbR and the respective creator is necessary. Please contact us, if this is the case.

- 1.1. If you have used our sounds as part of a project and send stems thereof to a third party, please make sure that none of our sounds may be heard “standalone”, i. e. unmixed with other elements. In order to achieve this, you can a) add musical elements, b) add sounds from other producers or your own, or c) render the sounds tonally unrecognizable in different ways (Mere processing is not enough.).
 - 1.2. If you use our sounds in a soundscape composition, the composition may not solely consist of our sounds. The same regulations apply as in 1.1.
2. Since you have purchased the right of use only, you are neither the owner nor, as the case may be, the originator of the sounds. Any transaction which might violate 1) is to be agreed upon with us in advance.
3. Your selected method of payment in acquiring a license (single payment resp. subscription) does not bear directly on the kind of license you have acquired; it simply provides an opportunity to finance the desired license(s). We provide either **single user licenses** or **multi user licenses**.
4. As an individual or a sole trader business please opt for our **single user license**. If the sounds will be available to your employees or staff members please opt for our **multi user license**. Increasing the number of users to greater than 1, while checking out from your basket, automatically generates a **multi user license**, with you or your company registered. Thus you are authorized to install the sounds on the number of workstations corresponding to the number of users that you have entered, subject to the condition that you or your company are the rightful owner of the workstations, and they are located on the premises.

Single User License

The license holder is entitled to use the licensed product commercially or non-commercially as long as she or he adheres to the conditions set forth under item 1) and the T&Cs. Only an individual or a sole trader business may purchase a **single user license**, and only the purchaser has the right to work with the licensed product. You may store your sounds on any number of storage media, provided they are exclusively in the license holder's possession, third parties are prohibited from access, and the intended purpose is backing up the sounds. Only on private workstations may you use and install the sounds. It is strictly forbidden to store the sounds in a cloud which you share with other persons; in this case, you would make the sounds (for which only you have the right of use) accessible to third parties without right of use.

Multi User License

If opting for a **multi user license** the license holder is entitled to use the licensed product commercially or non-commercially as long as she or he adheres to the conditions set forth under item 1) and the T&Cs. The regulations are the same as with the **single user license**; yet you are allowed to install the sounds on the number of workstations corresponding to the number of users that you have chosen. The workstations must be on the premises and be owned by the company. It is insignificant who operates the workstations and uses the

sounds, as long as this person is employed by the license holder or there is an existing B2B relationship.

Final Provisions

1. If a provision of this agreement is or becomes legally invalid, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. Any changes of or amendments to this agreement must be in writing to become effective.
2. The law of the Federal Republic of Germany shall apply to these terms and conditions.

Contact:

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